

BOARD OF SUPERVISORS

Brown County



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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair
Dave Kaster, Vice Chair
Dave Landwehr, Norbert Dantine, Tom Sieber

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, June 26, 2017
Approx. 6:15 PM (Or to follow Land Con)
Room 200, Northern Building
305 E. Walnut Street

~~(TOUR OF COURTHOUSE DOME @ 5:20 PM
FOR COMMITTEE MEMBERS ONLY — Meet in rotunda)~~

TOUR CANCELLED

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON
ANY ITEMS LISTED ON THE AGENDA

****NOTE LOCATION****

- I. Call Meeting to Order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of May 22, 2017.

Comments from the Public

1. **Review Minutes of:**
 - a. Planning Commission Board of Directors (May 3, 2017).
 - b. Revolving Loan Fund Committee (April 14, 2017).
 - c. Transportation Coordinating Committee (March 13, 2017).

Communications

2. Communication from Supervisor Lefebvre re: To PD&T Committee regarding Brown County's future landfill site in location to the headwater of the East River. *Held for one month.*

Register of Deeds

3. Budget Status Financial Report for May 2017.

Planning and Land Services

Land Information – No agenda items.

4. Planning Commission - Planning Budget Status Financial Report for May 2017 - Unaudited.
5. Property Listing – Budget Status Financial Report for May 2017 - Unaudited.
6. Zoning – Budget Status Financial Report for May 2017 - Unaudited.

UW-Extension

7. UW-Extension Budget Status Financial Report for May 2017 - Unaudited.

Port & Resource Recovery

8. Bay Port Hurlbut Lease- Request For Approval.
9. Recycling Transfer Station Concrete Floor Replacement Bid – Request For Approval.
10. Non-Binding Letter of Intent for Digester Land Lease – Request For Approval.
11. Director's Report.

Public Works

12. Summary of Operations.
13. Director's Report.

Airport

14. Departmental Opening Summary.
15. Airport Budget Status Financial Report for May 2017 - Unaudited.
16. An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation". *Referred back from June County Board.*
17. Upcoming Petition for State Aid.
 - a. Petition Project Summary.
 - b. State Aid Resolution – DRAFT.
 - c. Agency Agreement – DRAFT.
18. Director's Report.

Other

19. Acknowledging the bills.
20. Such other matters as authorized by law.
21. Adjourn.

Bernie Erickson, Chair

Attachments

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Planning, Development & Transportation Committee was held on Monday, May 22, 2017 at Public Works Department, 2198 Glendale Ave., Howard, WI

Present: Supervisors Bernie Erickson, Dave Kaster, Dave Landwehr, Tom Sieber, Norbert Dantine
Also Present: Airport Director Tom Miller, Airport Attorney Gary Wickert, Port & Resource Recovery Dean Haen, Public Works Director Paul Fontecchio, Planning Director Chuck Lamine, Zoning Administrator Bill Bosiacki, Director of Administration Chad Weininger and other interested parties.

**Audio of the meeting is available by contacting the County Board office (920) 448-4015.*

I. Call Meeting to Order.

The meeting was called to order by Chair Bernie Erickson at 8:50 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/Modify Minutes of April 24, 2017.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public None

1. Review Minutes of:

- a. Board of Adjustment (February 20, 2017 & May 8, 2017).
- b. Harbor Commission (March 20, 2017).
- c. Planning Commission Board of Directors (April 5, 2017).

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to suspend the rules to take Items 1a, b & c together. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file Items 1a, b & c. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Airport

2. An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation". *Referred back from May County Board.*

Airport Director Tom Miller apologized for the confusion at last month's PD&T meeting. The ordinance they were seeking to modify and bring up to current standard was section 25.09 that provided for modification to ground transportation which would regulate taxicabs, limousines, shuttles for hire, that could be regulated by a city, village or town. Transportation network companies (TNC) generally were regulated at the state level. Their goal would be to the greatest extent possible to make the rules and requirements the same for all of the various providers of ground transportation and their drivers. Since these companies operate at a different way when it came to obtaining their passengers, everything was not exactly identical; however, all four types of providers and their drivers will be subject to the same fees, general vehicle condition and driver content.

Section 25.09 (3) and (4) impose on taxicabs, limousines and shuttle companies, a background check for drivers as well as factors that include the disqualification of certain persons from being a driver. Provisions in subsection (3) and (4) were the same as the state statute provisions as it related to transportation network companies i.e. Uber and Lyft.

As it related to the fee, all providers would be subject to the same annual fee of \$1,600. The fee was subject to change at budget time. Other airports in the state were charging substantially more than this. It was comparable to what was being charge in Appleton. Dane County was \$4,800 and Milwaukee was a fixed fee per vehicle plus \$3 per trip, but they had the technology to do that. Miller stated they considered several other alternatives as far as managing the ground transportation providers but felt at this time, the fixed annual fee would be the most cost efficient way to go from a standpoint of cost benefit analysis. This was going to generate \$11,000 for them so to physically put a person out there to manage how the ground transportation company work, under a different sort of a fee structure or agreement structure would not be cost effective. The flat fee structure was something they felt was most manageable from a standpoint that with a TNC they don't know how many operators they were going to have at the airport, so it's impossible to set a fee per operator or vehicle. With regard to other types of pickups, the distinction was if they were getting paid for the service, they would have to pay the fee. Hotel shuttles were exempt as there were no specific fees for the service.

As the ordinance was written currently, Uber and Lyft were not paying the airport anything. The revised ordinance required that they enter into an agreement with the airport where they would have to pay them a fee.

Responding to Kaster's questions, Miller informed it was \$250 a year for the cab companies plus \$100 for every vehicle inspection that they used to operate at the airport. Also, you can drop off without having an agreement with the airport; however, anyone who picks up had to have an agreement.

Sieber questioned how they knew who was regulated now; Miller responded they had an agreement with 7-cab companies right now that operated at the airport and regulation tended to be self-policing by other companies. With the new proposed ordinance, the TNC companies had to display a sticker in the lower right hand corner of the windshield which had the Uber or Lyft emblem on it.

Landwehr questioned the insurance aspect for TNCs; Airport Attorney Gary Wickert informed there were three types of insurance coverage that Uber operators were required to have in place. Their individual policy when they were not on the meter or off ping, they had a higher level of coverage that was triggered when they were on the ping, they also had the million dollar umbrella policy that was carried by the TNC company and when asked to do so by one the airports public safety officers, they needed to produce certificate of commercial insurance and generally it was done electronically on the tablet or smartphone they had with them. Subsection (10) of the ordinance stated that each participating driver upon request, off their electronic device, had to be able to show their identity, a color photo, their vehicle, make, model, license plate number and certificate of insurance.

Miller informed that cab companies had to provide the airport with a certificate of insurance. The insurance company was required to tell the airport if the policy had been canceled. They had one cab company that bought insurance by the month and when their policy was about to expire, his insurance company called them. If he didn't come in with a new policy, good for another month, then he was prohibited from operating at the airport.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

Mike Hartmann – 17023 Cty F, Kiel

Hartmann represented the Wisconsin Limo Association and his company, Stardust Limousine. He had 6-vehicles and used 1 or 2 to pick up people at the airport, Packer games could generate a little more but not enough to justify the \$1,600. It would take a while to build it into the customer's fee and it would be a big jump. He didn't have a problem with generating money for the airport but \$1,600 was a little repressive for smaller companies. He paid \$4 to pick people up in Milwaukee. \$1,600/year was giving the bigger companies a monopoly, pushing the small operators out.

Hartmann stated concerns with the TNCs; they didn't do good background checks and didn't have to follow the rules as they belonged to the state. Limo companies had to do background checks and had to have vehicle inspections done by the DOT every year; they were a lot more compliant. There were articles stating personal insurance companies were afraid to insure someone that was sometimes for hire. TNCs weren't taking responsibility without a paid passenger in the vehicle but Lyft drivers stated that once they got pinged they were covered. He believed more research needed to be done and suggested talking to Milwaukee and O'Hare about TNCs. Sieber appreciated the information about TNCs but they weren't going away and they couldn't eliminate them.

Hartmann knew the airport did some research on cost for pay-for-pickup but he would like to see a private parking companies come up with a proposal on what it would cost to operate per year and what they thought they would generate for income to see if it was worthwhile in getting a private parking entity to take care of this in Green Bay. Another option was to cut that cost from \$1,600 to \$500 and suggested the change start in 2018.

As far as hotel shuttles, there were no charges because they weren't charging people on the spot but it was probably built into the cost of their hotel room. He felt they needed to take a look at all the angles. Currently everyone policed themselves and if they were going to collect money, the airport needed to police this.

Kaster questioned if he picked up at Appleton; Hartmann informed that he called them but didn't get a call back. He parked behind the taxis; limos were prearranged transportation.

Kurt Wipperfurth – PO Box 9165, Green Bay

Wipperfurth represented his son's company Able Taxi and Tours, LLC; they had 4 vehicles. He had gone through the ordinance and TNCs were the main reason for this change; there was one exemption granted when the statute was passed to give TNCs the ability to go anywhere at any time and charge whatever they wanted. It also kept taxis from being Uber taxis, which existed in other states. They specifically exempted Wisconsin from having taxis as Ubers otherwise most of them would get on their app to take back some market share.

Wipperfurth briefly spoke to notes he provided (attached). He referred to Item 2 on page 3 of his handout re: Reinstate/keep the (3) vehicles per company on GRB property at one time restriction. Wickert explained that the ordinance set certain ground rules, part of the ordinance required limos, shuttles, TNCs and cab companies to have a permit agreement, the permit agreement covered as far as the detail operation for the different types of operators. The 3-cab limit was not in the ordinance but in the permit agreement that they were looking at using. If the ordinance was adopted they then had to get a permit and that was a whole separate agreement between each individual company and the airport.

Wickert furthered that when the state legislation was adopted, to provide for statewide licensing for TNCs, they prohibited cities, towns, villages, counties from having a separate ordinance regulating TNC companies; however, they carved out an exception that said airports could regulate and charge fees to TNCs but they had to operate under identical fee structures as cabs, limousine, shuttle companies and any other vehicle that was for hire, or they would be off to the courtroom because that's what happened in Milwaukee and they lost. The ordinance wasn't done haphazard; there were 2-3 different court cases already in Wisconsin. Everyone was required to have the same insurance and the same background checks per the language in the ordinance.

Wickert gave a brief explanation of how the fee was established noting there were stakeholder meetings for people to attend and they heard murmurs of discontent with regard to a per vehicle charge so they went back and went with the flat fee.

Landwehr questioned Dane County's fee schedule; Miller didn't know if there was an agreement fee in addition or not but he believed it was \$200 per vehicle up to \$4,800. Landwehr stated that he asked about the other airport fees and it was just said it was \$4,800 and there were no qualifiers or talk about per vehicle. The committee replied on Miller and his attorney for accurate information and that not being clarified really rubbed him wrong, they expect Miller and a paid attorney to a higher standard than that. Miller apologized but the point was that the Ubers and Lyfts pay the \$4,800. Landwehr stated they were talking specifically about the affect this would have on small companies going from what could be \$350 up to \$1,600. It was made to leave the perception that that was a minimum flat

\$4,800 fee. Miller apologized and stated there was no intent there to mislead anyone. The intent was to show what other airports were charging in the state. The airport that was closest to their size was Appleton and they were charging a flat \$1,600. They didn't have the ability to charge a per trip charge which was what Milwaukee was charging. Wipperfurth stated if they copied Madison it would be more acceptable, they were a smaller company. Miller stated a number of years ago, the fee for a cab company was \$500 plus a smaller charge for a vehicle inspection. That was changed to lower the annual fee but increase the vehicle inspection fee to more coincide with the cost of actually inspecting a vehicle. It allowed smaller companies to operate at the airport, to the point that during Packer season, it wasn't uncommon for them to have 12-15 operators at the airport. Wipperfurth believed that was before Green Bay decided they were going to give free bus rides and Lamers offered \$5 a seat, affecting taxi companies.

Sieber questioned if Lamers was going to be included in this because they charged a fare, he wanted to make sure they were being fair to everyone and whoever was charging a fare should be included in the ordinance. Miller informed that presently they got a fee from Lamers, it was a per customer fee, a percentage of each ticket, because it was operated so infrequently.

Julie Arnoldi – 511 Clover Ln., Allouez

Arnoldi brought forth concerns regarding the restroom policy, the airport stated they couldn't use the restroom for a half hour after a plane landed. Lots of times a plane came in 10-15 minutes early and it took 15 minutes to get their baggage and they may run people 30-60 minutes away. There had never been restrictions on restrooms and there shouldn't be. They were promised it would be taken out but it wasn't.

Arnoldi was with Yellow Cab, they had 18 cabs and had been around 25 years. They were the largest company around and will go anywhere in the State of Wisconsin. They were being penalized by only being allowed to have 3-cabs at the airport at one time and TNCs can have unlimited.

TNC vehicles worked when they wanted, there were partnerships and ways to get free rides which affected taxis that had to charge, TNCs were all over the place with their rates. Arnoldi reiterated some of Hartmann's TNC concerns and provided additional concerns such as rider safety, maintenance on vehicles, biohazard materials, duplicate charges, age of drivers, being honest with how much they are charging, etc.

Miller informed that the provision regarding the restrooms was put in due to complaints in the past, from other cab companies, who had reported drivers going into the terminal building at the time that passengers were in the baggage claim area and soliciting under the guise of going to the restroom. Wickert informed that the ordinance stated they had to remain within 10' of their vehicles except to use the restroom facilities. There were complaints at the stakeholder meeting about the amount of time so they made it longer and more frequent; they added the 30-minutes within a flight arrival language to restrict them from entering the terminal to alleviate hustling and fighting.

Howard Utter – 2126 Harold, Green Bay

Utter has been with Yellow Cab for 19 years. Being at the airport was a shake of the dice situation, you can get a run or you can sit for 3-hours and not get anything, you take your chances. As far as the TNCs, you don't know if they are licensed, he's seen cars from out of state, people accepting cash when they weren't supposed to. He suggested going on whosdrivingyou.org for TNC info. He had the same issues with Green Bay Taxi, he believed their vehicles weren't licensed or inspected by the police and were allowed to go to the airport to pick up people and not have to pay for it.

Miller informed that Green Bay Taxi Company was not authorized to operate at the airport to pick up passengers, they did not have an agreement with the airport and if they were picking up passengers they were doing it illegally. They can drop off without an agreement.

Darius Parks – Advent Rd., De Pere

Parks owned Platinum Transportation Services, he had 2 vehicles (an 11-passenger shuttle van and an SUV) and was one of the newest transportation companies in the Fox Valley area. When he first heard about the fee he was thinking \$1,600 was a lot of money but he paid it at Appleton; however, he wasn't getting his monies worth there. Before he started his company last year he did Uber and it was to find out who his competition was. Uber wasn't

really a competitor for him but he understood what it was doing to taxi cab companies. Uber only required that they had that bare basic amount for insurance. As a business, he paid \$4,300 a year for one vehicle for insurance. He understood the fee, if broken down came to about \$5 a day but he didn't go to Green Bay that much. He felt the dollar amount was kind of high; he would like to see an arm where every time anyone came in they had to pay \$5, which was fair. That's what was done in Milwaukee. He felt if there was going to be a fee, enforcement should come into play.

Carl Arnoldi – 817 Lincoln, Green Bay

Arnoldi's daughter was a cab driver. He felt there wouldn't be a big argument with a fee if there was enforcement with the rules. His daughter was threatened by Uber drivers, she reported it and nothing was done. They were talking about a lot more than just fees and that's what they should be talking about.

Jim Wuckerer – 12th Ave., Green Bay

Wuckerer represented ELS Limo. He informed that Appleton was presently not charging for limos because of how little they were there. At this time they were looking at a different way of charging them such as a per-trip fee. All of their runs were prearranged and they had records of that so they were trying to work out something of that nature. In Green Bay they may be there once a week, when Packer season started they were probably there 10 times a day. Milwaukee charged them \$5 per trip for a pick up, Chicago was \$4 and they provided parking for them. That was lost in Green Bay since the free shuttle services came in.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY

Wickert addressed several of the concerns and informed that they could not stop Uber and Lyft from operating at the airport; they were going to be there so they had to regulate them and couldn't prohibit them.

They knew enforcement was an issue; it was a question of where they put their dollars. Sieber felt if they were going to have this ordinance they had to have some sort of enforcement. He would like some suggestions to find more enforcement to ensure only licensed people were out there.

Ubers were required to provide their pricing via their app when they booked them. They felt since the TNC customers informed what their fee was going to be before they were transported, there should be something similar for the cab companies which was why they had that provision included.

With regard to there not being scheduled inspection for TNCs and driver conduct, a point was raised that within the ordinance, they had certain rules that applied to the vehicle condition and rules that applied to the drivers, things they could and could not do; it was noted that those sections only applied to the cab, shuttle and limo companies and that was correct. Those do not apply to the TNC companies through the ordinance; those provisions were set when the legislation was adopted in Madison in which he explained previously. However in the permit agreement, they specify for the TNC companies that their vehicles and their drivers had to comply with all the same rules that they made applicable to the cabs, limos and shuttles in the ordinance. They were both going to be regulated, the regulations were identical, one was through the ordinance and one was through the permit. That's what they had to do in order to comply with the state statute.

Geofence was an electronic means of monitoring a vehicle entered a certain zone. In Milwaukee, when an Uber vehicle entered their geofence, it pinged and recorded the fact that they entered the airport for picking up a fare. The airport included the requirement for a geofence to be installed at the airport by the TNC companies so they could monitor how many trips were coming in because if they saw enough trips it may justify spending the money to have the ability to electronically count and charge on a per trip fee. Right now they didn't know how many there were. Miller informed Uber and Lyft offered to put up the geofence. Wipperfurth stated it was to combat the inherent cheating that came along with individuals that were not invested in the Uber and Lyft company brand and were out for themselves on their side hustle. Wickert felt if that was the collateral benefit and helped with enforcement, terrific; however, they put it in there to get information.

Responding to Kaster, Miller informed that Standard Parking operated the parking lot for the airport on a management contract. What was being suggested was that they pay Standard to put in the infrastructure to regulate the ground transportation companies. They looked at the cost of doing that and it was substantially more than what they would recover in the fee structure. The equipment would be obsolete before the fee structure would generate enough money to pay for the equipment and that's why they went with a flat fee. It was tens of thousands and they would have to acquire transponders for all vehicles. Several other suggestions were provided on how to regulate a per trip fee.

Further discussions ensued with regard to what details needed to be provided in the ordinance and permit agreements.

Kaster was interested in a \$250 flat fee and \$100 per vehicle (including limos) up to 13 vehicles, 13 and over \$1,600. Uber would pay \$1,600 because they had more vehicles. Landwehr felt the flat fee per vehicle made the most sense. He felt they needed to partner with ground transportation and work well with them to come up with a system. He added if they had the right to collect money from them they also had the responsibility to police it and make sure it was an even playing field. To him enforcement was number one. Ms. Arnoldi felt there was still unfairness unless they charged a per vehicle fee due to the amount of TNC drivers and the restriction of 3 vehicles per cab company at the airport. It was unfair odds. Several other fee scenarios were suggested and discussed further.

Sieber suggested a motion to refer back to Attorney Wickert to work with Corporation Counsel and Director Miller to sort out the details between the ordinance and permit, the per vehicle fee and enforcement. He asked that they check with the other airports to see if shuttlebuses were included.

Motion made by Supervisor Landwehr, seconded by Supervisor Erickson to impose a \$200 per vehicle fee with a max of \$2,000 and bring back when ready. Vote taken. MOTION CARRIED UNANIMOUSLY

3. Airport Budget Status Financial Report for April 2017 - Unaudited.

Motion made by Supervisor Dantinne, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

4. Departmental Opening Summary.

Motion made by Supervisor Sieber, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

5. Director's Report.

Miller provided a handout (attached) and informed that a couple weeks ago they took proposals for a sign at the entrance to the airport. The selection committee chose a sign created by Creative Sign. They budgeted \$90,000 and it came in at \$60,000. They felt the need to put in a changeable message board was important.

They met last month at the house they bought off of Cyrus Rd. Legacy Construction was the lowest bidder at \$18,500 for demolition.

The state awarded a contract for \$927,804 to Peters Concrete to resurface the service road that came in from South Point Rd. all the way to the four-way stop by the hotel and construction started today.

Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Communications

- 6. Communication from Supervisor Lefebvre re: To PD&T Committee regarding Brown County's future landfill site in location to the headwater of the East River. *Referred from May County Board.*** ///

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to hold for 30 days. Vote taken. MOTION CARRIED UNANIMOUSLY

Port & Resource Recovery

7. Bay Port Property Sale.

Port & Resource Recovery Director Dean Haen informed the property was 1.7 acres of land they couldn't utilize. It was similar to the transaction they did with Northeast Asphalt twice in the last 10-years. One thing they were maintaining was an easement through there so essentially they had access to it to dredge out the pond.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve the resolution authorizing the sale of Bay Port Property owned by Brown County to Triple P, Inc., d/b/a Peters Concrete Company. Vote taken. MOTION CARRIED UNANIMOUSLY

8. Director's Report.

Haen briefly spoke to his Director's Report located in the agenda packet material.

Motion made by Supervisor Landwehr, seconded by Supervisor Dantine to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

UW-Extension

9. UW-Extension Budget Status Financial Report for April 2017 - Unaudited.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

10. Director's Report. *No report, no motion necessary.*

Planning and Land Services

Land Information – No agenda items.

Planning Commission

11. Update regarding development of the Brown County Farm Property – standing item.

Planning Director Chuck Lamine stated the project shifted to the UWGB property; he felt they didn't give a whole lot of information on the property that the County Executive and the Chancellor had identified so he provided a map (attached) in which he spoke to. Because it was on University property they had to do an environmental impact statement. They did have in the RFP for the architectural engineering, the intention of having some environmental work done. The UW-system required that it be a separate vendor so they will be coming in the near future with a separate RFP for that work.

For the 63 acres for the research park, they will have to go through an update to the campus plan as well and that will be a separate process and run on a separate timeline as the STEM Innovation building so there shouldn't be any delays associated with that but the intension had been a long term \$1 land lease. They will be working through with the attorneys was coming up with the legal mechanisms to enable private individuals to build buildings on that property. Lamine provided a communication (attached) that was put out. They did get the RFP published, had a site visit and had 17 vendors show up. They had a question and answer period and they answered 32 questions that came from the vendors to clarify the RFP; those responses had been published and they were expecting the RFP responses to come in May 26th. The goal was to have a decision made by July 11th and negotiations on contracts and have it wrapped up by August 1, 2017.

Motion made by Supervisor Landwehr, seconded by Supervisor to receive and place on file permanently. Vote taken. MOTION CARRIED UNANIMOUSLY

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12. **Planning Budget Status Financial Report for April 2017 - Unaudited.**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file Items 12, 13 & 14 together. Vote taken. MOTION CARRIED UNANIMOUSLY

13. **Property Listing – Budget Status Financial Report for April 2017 - Unaudited.**

14. **Zoning – Budget Status Financial Report for April 2017 - Unaudited.**

Public Works

15. **Summary of Operations.**

Public Works Director Fontecchio informed they were right on track.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

16. **Director's Report.**

Fontecchio referred to his Director's Report located in the agenda packet material; he informed projects were going well and noted the issues with the airport parking lot reconstruction.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

17. **6-Year (2018-2023) Highway & Bridge Capital Improvement Plan (CIP).**

Fontecchio informed the handouts reflected a Normal Bond CIP and a 0.5% Sales Tax CIP. The 0.5% was accelerated. Fontecchio recommended approving both contingent on the 0.5% sales tax passing. Erickson responded that the Director of Administration showed them the dollar plan and the money will be there and told them to approve the 0.5% plan. They had a contingency if something went astray with the approval.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to approve the 0.5% 6-Year Highway Capital Improvement Plan. Vote taken. MOTION CARRIED UNANIMOUSLY

Register of Deeds – No agenda items.

Other

18. **Acknowledging the bills.**

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to acknowledge receipt of the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

19. **Such other matters as authorized by law.**

20. **Adjourn.**

Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to adjourn at 11:50 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Alicia A. Loehlein,
Recording Secretary

ITEM #1

**DRAFT Minutes
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, May 3, 2017
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, WI 54302
6:30 p.m.**

ROLL CALL:

Paul Blindauer	X	Frederick Heitl	X	Glen Severson	X
James Botz	X	Phil Hilgenberg	X	Ray Tauscher	X
Brian Brock	X	Jacob Immel	X	Norbert Van De Hei	X
William Clancy	X	Kathleen Janssen	X	Jason Ward	X
Norbert Dantinne, Jr.	X	Dotty Juengst	X	Dave Wiese	Exc
Bernie Erickson	X	Dave Kaster	X	Reed Woodward	X
Kim Flom	X	Patty Kiewiz	Exc		
Steve Grenier	Exc	Michael Malcheski	X	City of Green Bay (Vacant)	
Mark Handeland	X	Gary Pahl	X	Br. Co. Board – De Pere (Vacant)	
Matthew Harris	X	Terry Schaeuble	Exc		

OTHERS PRESENT: Brent Petersen, Cole Runge, Lisa Conard, Dan Teaters, and Kathy Meyer

1. N. Dantinne introduced and welcomed new member to the Board, Dave Kaster from the Village of Bellevue.
2. Approval of the minutes of the April 5, 2017 regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by B. Erickson and seconded by G. Pahl to approve the minutes of the April 5, 2017, regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

3. **Public Hearing:** Draft Green Bay Metropolitan Planning Organization (MPO) Title VI and Non-Discrimination Program/Limited English Proficiency Plan.

L. Conard provided an overview of the draft via PowerPoint before opening the floor for comment. L. Conard noted that as a subrecipient of federal funds, the BCPC, as the designated MPO for the Green Bay Urbanized Area, is required to comply with *Title VI of the Civil Rights Act of 1964* and all related regulations. The purpose of these regulations is to ensure that no person or groups of persons on the basis of race, color, and national origin shall be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the MPO.

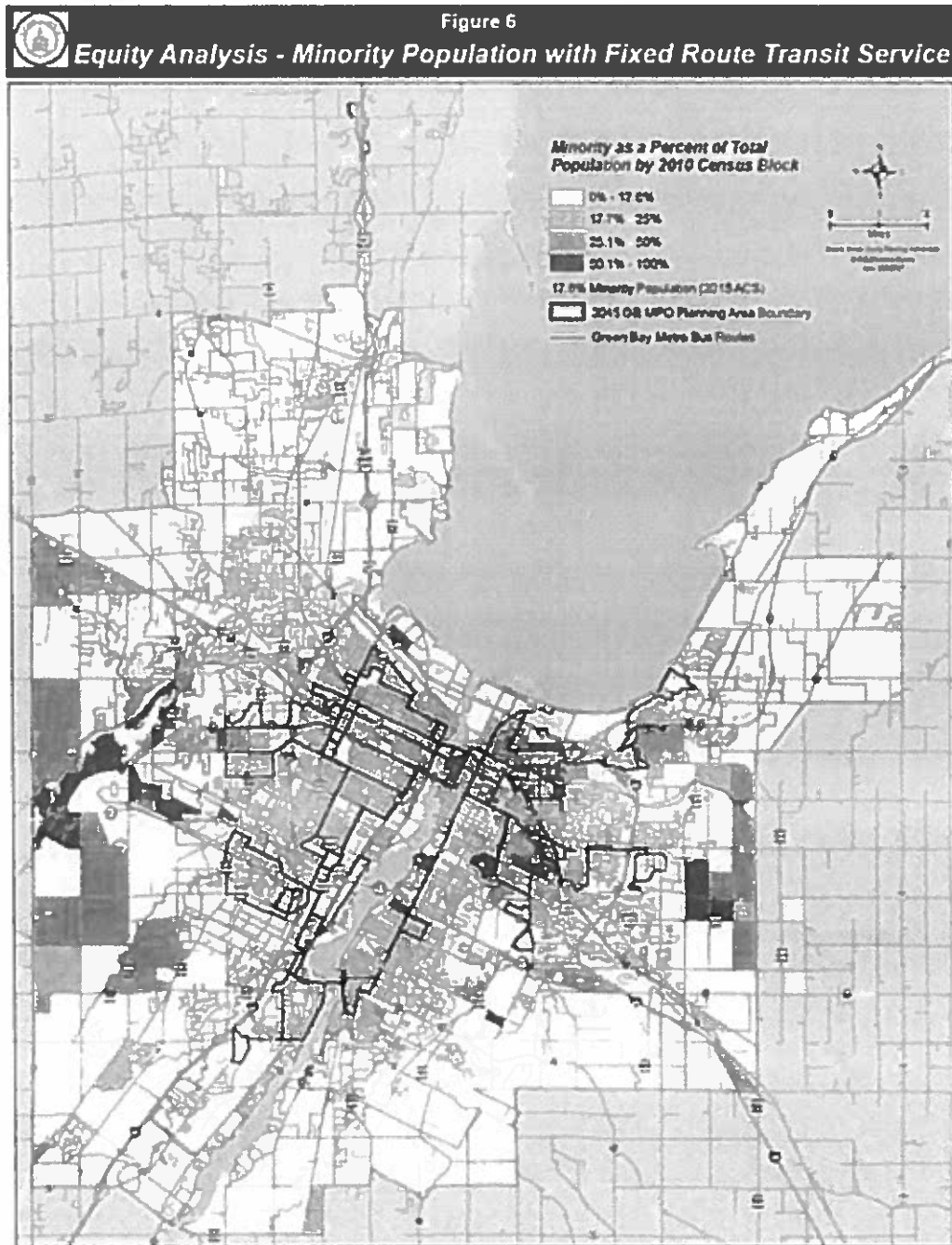
L. Conard noted that any person or groups of persons who believe they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with the MPO. The MPO has never received a complaint.

L. Conard noted that staff uses US Census data to identify the location of Title VI populations. Staff evaluates proposed transportation investments and any possible negative

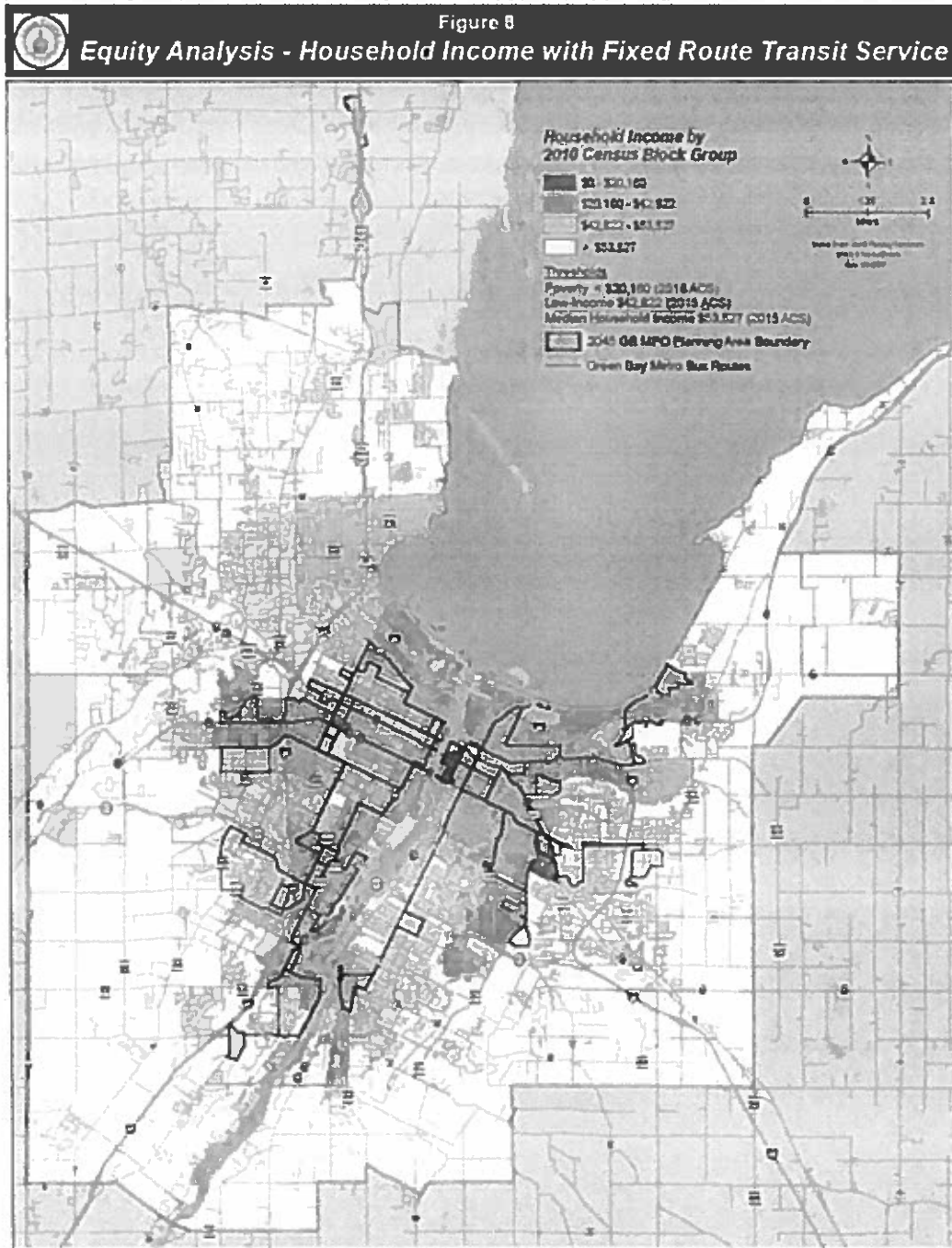
impacts they may have on targeted populations. Public transit route locations and level of service are also factored into the analysis.

L. Conard presented a series of maps.

Minority Population: A total of 17.6 percent of the population in is considered minority. The map (below) identifies census blocks that have a higher minority population than the area as a whole (shaded areas).



Low-Income Population: Brown County has an average household size of <3.0 persons. The median income for a three person household in the area is approximately \$53,000. Block groups below the median are shaded on the map. Low-income is defined as 80% of the median or approximately \$43,000 (shaded orange and red). Poverty for a three person household is approximately \$20,000 (shaded red).



L. Conard opened the public hearing for the plan.

L. Conard asked three times if anyone else wished to speak. Hearing no comment, L. Conard closed the public hearing.

D. Kaster asked about pages 46-47 in the packet.

L. Conard stated that it is the notice to the public regarding Title VI complaint procedures. It is printed in English, Spanish, and Hmong.

M. Handeland asked about cost.

L. Conard stated the federal and state funds cover the staff time needed to prepare and write the plan. There are some minor costs associated with printing. However, most information disseminated is electronic.

4. Lower Fox Demonstration Farm Network Presentation – Brent Petersen, Farm Demo Project Manager, Brown County Land and Water Conservation Department.

Brent Petersen was invited to the meeting to give a presentation on the Lower Fox Demonstration Farm Network.

B. Petersen explained that the Lower Fox Demonstration Farm Network project started approximately three years ago. The project is about improving soil health.

Farms participating in the Network include: Brickstead Dairy, Nettekoven Farms, Tinedale Cropping, and Van Wychen Farms. Practices demonstrated include:

- Implementation of planting cover crops / experimenting with different cover crops planting
- No-till/reduce tillage
- Manure application/reduce disturbance of manure applications
- Use of Interseeder prototype
- Monitoring / reduce run-off, soil erosion
- Work with crop adviser

5. Summary of 2016 Annual Report for the Wisconsin Department of Natural Resources related to the Brown County Municipal Storm Water System (MS4) Permit.

D. Teaters provided an overview of the Annual Report of Brown County on the MS4 Permit via PowerPoint.

D. Teaters noted that an MS4 Permit is required through Adm. Code for all municipalities that own/operate Municipal Separate Storm Sewer Systems, and is a method to track and report water runoff. Brown County has had a permit since 2008.

D. Teaters reviewed the annual report contents.

D. Teaters stated that in 2015, the WDNR changed the definition of an outfall. Prior to 2015, staff would go out and test all outfalls that were within the right-of-way. Today, under the

revised definition of an outfall, staff is identifying new outfall locations. Old outfalls are only tested if they discharge directly into a navigable waterway while the new locations are typically at the end of swales that collect all existing (new and old) outfalls that drain into navigable waterway. The result is a reduction in the number of outfall locations that must be identified and tested, time savings associated with the reduced number of site visits.

D. Teaters stated that since 2015, the annual report is submitted electronically.

D. Teaters stated he set up a partnership with UWGB and found a student that was able to perform the required water testing. D. Teaters stated he would like to continue building upon this partnership with UWGB.

G. Pahl asked about drain tiles. D. Teaters explained with the change in the definition of an outfall, depending on the watershed, if all pipes are discharging into the same swales, staff will not test each one of those pipes, but will test where it drops into the navigable waterway.

D. Teaters stated that the data collection sites are on a rotating schedule.

Question asked if staff waits for a storm event to go out and sample. D. Teaters stated that staff try to wait until the end of summer/early fall, when we've had a stretch of dry weather to go out and test.

D. Juengst asked about permitting and the data presented, and if there were some issues with stormwater how would that affect the permitting. D. Teaters stated that the DNR would identify that in their review and work with the county to resolve any issues.

Discussion occurred concerning street sweeping. D. Teaters stated that street sweeping, number of hours and total miles are noted within the Department of Public Works annual report.

6. Presentation and discussion of the Brown County Park and Outdoor Recreation Plan 2017-2022.

D. Teaters provided an overview of the Brown County Park and Outdoor Recreation Plan 2017-2022 via PowerPoint.

D. Teaters stated Planning contracted with the County Parks Department to do an update to their county-wide outdoor park and recreation plan.

The Plan Purpose:

- Plan provides the framework from which policy and park facility recommendations become reality;
- Each successive plan acts as a building block; and
- Continue building on successes.

Past Plan Highlights:

2001 Projects

- Bay Shore Park Playground
- Neshota Park Playground
- Wrightstown Park Boast Launch Improvements
- Fox River Trail Pavement Extension

2008 Projects

- Reforestation Camp Trail Lighting
- Dredging Bay Shore Boat Launch
- Barkhausen Marsh Overlook Expansion
- Lineville Ditch Pike Access

D. Teaters stated that projects not completed in the 2001 plan were included in the 2008 plan, and projects not completed in the 2008 plan were included in this plan update.

D. Teaters stated that the plan, as required by the state, needs to include chapters, one being a description of area characteristics within the county.

- Social
 - o Health
 - o Population Trends and Projections
 - o Age
 - o Ethnic Backgrounds
 - o Employment and Economy
- Physical
 - o Topography
 - o Water Resources
 - o Soils
 - o Environmentally Sensitive Areas
 - o Climate
 - o Flora and Fauna

Public Participation

- Formed a Citizen Steering Committee
- Worked with UW-Extension and the Parks Department and developed a 25-question survey
 - o Available for three months
 - o 478 surveys were completed
 - o Survey results collected were provided in the plan

Goals and Objectives chapter:

- 7 Goals
 - o Resource Management (Land, Cultural & Environmental)
 - o Park Services and Accessibility
 - o Park Programing and Education
 - o Health and Wellness
 - o Marketing
 - o Partnerships and Coordination
 - o Funding

Inventory

- Collected information from 20 individual facilities/locations

Park Classification

- 5 Categories
 - o Community Park
 - o Regional Park

- Linear Park
- Special Use Park
- Conservancy

Needs Assessment

- Public Input
- Recreation Needs Assessment
- Access Analysis

Park Area Recommendations

- Provided in paragraph format as well as a summary (table) format

D. Teaters stated that a draft of the Brown County Park and Outdoor Recreation Plan 2017-2022 is available in the Planning office as well as online if anyone is interested in viewing the plan. D. Teaters stated that the plan will also be going to the County Board Committee on June 17, 2017.

K. Janssen asked D. Teaters to contact the Park's Arborist to keep an eye on the beech trees as she has had five trees die over the last seven years in New Denmark.

7. Receive and place on file the draft minutes of the April 17, 2017 meeting of the Brown County Planning Commission Transportation Subcommittee.

A motion was made by G. Pahl and seconded by P. Blindauer to receive and place on file the draft minutes of the April 17, 2017 meeting of the Brown County Planning Commission Transportation Subcommittee. Motion carried.

8. Brown County Planning Commission staff updates on work activities during the month of April, 2017.

A motion was made by B. Erickson and seconded by D. Kaster to receive and place on file the staff updates on work activities for the month of April 2017. Motion carried.

9. Other matters.

C. Runge stated that C. Lamine is attending the National American Planning Association Conference in New York.

C. Runge noted that D. Teaters graduated from UWGB and received his Masters Degree.

10. Adjourn.

A motion was made by G. Pahl and seconded by B. Clancy to adjourn. Motion carried.

The meeting adjourned at 7:42 p.m.

**STAFF REPORT
TO THE
BROWN COUNTY PLANNING COMMISSION
May 3, 2017**

April, 2017 Staff Activity Reports

The recent major planning activities of Chuck Lamine, Planning Director:

- Attended and coordinated the April 5 Brown County Planning Commission Board of Directors meeting.
- Attended the April 4 Economic Development Committee Department Head meeting with County Executive.
- Facilitated staff meetings with Planning Division and PALS Manager Staff.
- Met with County Executive and various county representatives regarding potential improvements and development of the Brown County Research and Business Park.
- Prepared for and participated in two EIS Lead Agencies meeting with WisDOT staff, and the County Principal Transportation Planner.
- Coordinated a Brown County Economic Development RLF loan review for NEW Leaf Cooperative Market with the applicant and City of De Pere staff.
- Participated in a WisDOA webinar training regarding the Brown County Economic Development RLF loan program March 30.
- Prepared meeting packet and attended the April 14 Brown County Revolving Loan Fund Committee meeting.
- Met twice with County, UWGB and Einstein Project staff to discuss administrative processes for lease agreement with UW system for STEM Innovation Center and Research Park development.
- Met with the County Principal Transportation Planner, and consultant to discuss progress on traffic modeling and preliminary interchange design activities associated with the Southern Bridge project.
- Attended Planning, Development & Transportation Committee meeting April 24.
- Attended County board meeting April 19 for STEM Innovation center architecture and engineering RFP.
- Worked with Public Works-Facilities staff to develop RFP document for architecture and engineering services for the Brown County STEM Innovation Center building.
- Met on-site with potential developers associated with the Request for Information associated with redevelopment of the Brown County Veterans Arena and Shopko Hall properties.
- Attended Green Bay/Brown County professional Football Stadium District meetings on April 26.
- Met with Transportation Planning staff and ADRC staff to discuss PALS administration of the 85.21 transportation funds.
- Attended April 6 Advance Municipal Issues meeting.
- Completed orientation with new Brown County RLF committee member.
- Attended two Village of Hobart TIF Review Board meetings.
- At request of the League of Woman Voters met with County Executive to discuss public participation in the 2020 redistricting process.
- Attended full PALS department staff meeting regarding LEAN Management April 21.

The recent major planning activities of Cole Runge, Principal Transportation Planner:

- Participated in a conference call with the County Planning Director and the county's consultant for the Interstate Access Justification Report (IAJR) to discuss the next steps in the IAJR's Engineering and Operations Analysis after WisDOT approved the existing conditions computer model.
- Participated in two EIS/IAJR Lead Agencies meetings with the County Planning Director and representatives of the WisDOT Northeast Region Office.
- Reviewed the draft results of the traffic forecasts for the IAJR Operations Analysis "No-Build" Alternative. Also discussed the draft results with the county's IAJR consultant.
- Developed cultural resources outreach letters to Native American tribes in preparation for continuing the EIS document development process after the IAJR's Engineering and Operations Analysis is finished.
- Reviewed and commented on a draft Request for Proposals (RFP) for the development of a Safe Routes to School/bicycle and pedestrian plan for the Green Bay Area Public School District and City of Green Bay. Also met with representatives of the school district, city, and Live54218 to discuss and finalize the RFP.
- Discussed the placement of bicycle maintenance stations throughout the area with the project's coordinator.
- Continued to analyze 2013-2015 crash data for the 2017 Congestion Management Process (CMP) Update.
- Facilitated a staff meeting to discuss new congestion management performance targets and next steps for developing the 2017 CMP Update.
- Reviewed and commented on a map and table that summarize the results of a public outreach activity that was conducted for the 2017 CMP Update using an interactive online map and survey.
- Met with the County Principal Planner, Senior Transportation Planner, and Green Bay Metro's Specialized Transportation Mobility Coordinator to discuss mobility issues and contacts in the urban and rural parts of Brown County.
- Reviewed an online survey that was developed by Green Bay Metro's Specialized Transportation Mobility Coordinator to assess services offered by transportation providers in Brown County.
- Reviewed and commented on a draft staff report for a major amendment to the Green Bay Metropolitan Planning Organization's (MPO's) Transportation Improvement Program (TIP).
- Developed the MPO's report and reimbursement request to WisDOT for the first quarter of 2017. Also developed a transportation division expense report for the Brown County Administration Department.
- Informed a recipient of federal Surface Transportation Block Grant (STBG) funds that the recipient's project is falling behind schedule and could be in danger of being cancelled if the project continues to fall behind schedule.
- Discussed the development of a pedestrian crosswalk safety enforcement/education event in the City of De Pere with the De Pere City Engineer.
- Collected, summarized, and analyzed Brown County crash, injury, and fatality data for 2015 for the MPO's 2017 Transportation System Performance Measures Report.
- Completed a State Strategic Highway Safety Plan Update critical issues survey at the request of WisDOT. Also forwarded the survey to members of the BCPC Transportation Subcommittee.
- Developed the agenda for the April BCPC Transportation Subcommittee meeting. Also compiled additional information for the meeting, distributed the information to the

subcommittee, and staffed the meeting with the Senior Transportation Planner and one of the MPO's Transportation/GIS Planners.

- Facilitated a public visioning session with other BCPC staff for the Town of Holland Comprehensive Plan Update.
- Attended the 2017 Annual Port Symposium with the County Planning Director.
- Reviewed a proposal by a Wisconsin Representative regarding changing the state's current General Transportation Aids (GTA) allocation system to a Transportation District Block Grant allocation system. Also forwarded the proposal to members of the BCPC Transportation Subcommittee for their review.
- Attended a LEAN training event with other Planning and Land Services (PALS) Department staff.
- Conducted two MPO staff meetings.

The recent major planning activities of Aaron Schuette, Principal Planner:

- Sent out CDBG-Housing or Housing-RLF applications to potential clients as requested.
- Prepared quarterly reporting materials and reimbursement request for the 12-13 CDBG-Housing grant.
- Prepared quarterly reporting materials for the 14-15 CDBG-Housing grant.
- Updated individual obligation journals for housing rehabilitation loan projects when completed.
- Prepared eight Environmental Review Records for proposed regional CDBG-Housing rehabilitation loan projects.
- Prepared two coastal compliance requests for proposed regional CDBG-Housing projects near waterways.
- Presented the CDBG-Housing Rehabilitation Loan Program as an avenue to fund the replacement of failing private on-site wastewater treatment plants (POWTS) for low and moderate income homeowners at the Brown County PD&T meeting on the evening of April 24.
- Coordinated with Corporation Counsel regarding the adoption resolution of the Brown County Farmland Preservation Plan.
- Held a public hearing on the 2017 Brown County Farmland Preservation Plan Update at the Brown County PD&T meeting on the evening of April 24.
- Prepared a quarterly report and reimbursement request for the Wisconsin Coastal Management Program Brown County Harbor Study.
- Continued working on the Wisconsin Coastal Management Program Brown County Harbor Study.
- Prepared a presentation on the future land use recommendations of the Village of Pulaski Comprehensive Plan Update.
- Presented the full draft Land Use Chapter at the Village of Pulaski Planning and Zoning Commission meeting on the evening of April 19.
- Prepared maps for the Town of Scott Comprehensive Plan Update.
- Met with the Town of Wrightstown Planning Commission on the evening of April 10 to discuss the results of the visioning session and follow-up survey.
- Completed draft Chapter 1 – Issues and Opportunities of the Town of Wrightstown Comprehensive Plan.
- Participated as a facilitator at the Town of Holland Comprehensive Plan Update visioning session on the evening of April 6.
- Attended a half-day conference on zoning issues on April 28.

- Met with the Green Bay Metro Mobility Manager on April 17 to discuss rural Brown County issues and opportunities in terms of elderly and disabled transportation.
- Assisted the Village of Pulaski, Town of Glenmore, Town of Ledgeview, Town of Wrightstown, Town of Eaton, Town of Holland, and Town of Morrison zoning administrators with local planning/zoning/land division questions.
- Assisted 76 members of the public or local communities with inquiries related to the CDBG-Housing program, local planning, zoning, or land division issues.

The recent major planning activities of Dan Teaters, Senior Planner:

Projects

- Town of Holland Comprehensive Plan Update
 - Coordinated a Town visioning session with the Town of Holland Planning Commission. 4/6/17
 - Compiled visioning session results and sent follow-up survey to visioning session participants.
- Brown County MS4 Permit.
 - Coordinated with UWGB professors and a student to test water samples gathered during dry screening events in fall of 2016.
 - Coordinated with Brown County Department of Public Works staff and Brown County Land and Water Conservation Department to gather information for the 2016 permit.
 - Attended a meeting with Public Works staff and consultant to discuss the TMDL requirements and how it pertains to the MS4 permit. 4/13/17
 - Completed MS4 permit.
- Certified Survey Maps (CSMs)
 - Began Review of 8 new CSMs
 - Completed review of 10 CSMs
 - Signed and filed 7 CSMs
 - Cursory review for City of De Pere and City of Green Bay
 - C of De Pere – 0
 - C of Green Bay - 3
- Plats
 - Preliminary Plats
 - Began review of 1 preliminary plat
 - Completed review of 1 preliminary plat
 - Final Plats
 - Began review of 2 final plat
 - Completed review of 3 final plats
- ESA Amendments
 - Completed 0 ESA Plan Corrections
 - Completed 1 Minor ESA Amendment
 - Two site visits to determine potential ESA violations.
 - One ESA violation was documented and issued with instructions for the property owner to correct violation concerns.
- Brown County Park Plan
 - Met with Park Plan Steering Committee to discuss the plan update and to address any questions, concerns, or comments they had. 4/13/17
 - Completed revisions based on Parks Department and Steering Committee's comments of draft plan and prepared document for review by BC Ed and Rec. Committee.

- Presented draft plan to Ed and Rec Committee. 4/27/17
- Assisted 32 members of the public or local communities with inquiries related to natural resources and/or land division questions.
- Provided additional planning services and ESA related duties, including advice on inquiries related to potential major and minor ESA amendments, identification of ESA violations, and assisting the public regarding allowed and restricted uses within an ESA buffer.
- Conference call with WDNR to discuss WDNR Water Quality Grant payment for 2016 and grant request for 2017. 4/14/17
- Attended the Planning Department staff meetings on: 4/6/17 & 4/20/17
- Attended PALS Department meeting to discuss LEAN and Incident reporting. 4/21/17
- Attended BCPC meeting 2/1/17
- Attended BC Wellness Committee meeting 4/4/17
- Attended a mini conference focused on zoning for difficult uses hosted by ECWRPC. 4/28/17

The recent major planning activities of Lisa Conard, Senior Transportation Planner:

- Finalized *Draft Green Bay Metropolitan Planning Organization (MPO) Title VI and Non-Discrimination Program/Limited English Proficiency Plan*. The MPO is required to update the plan every three years. The plan will help ensure that MPO programs do not discriminate based on race, color, and national origin. The plan must also ensure the MPO complies with provisions of Environmental Justice (minority and low-income populations) and Limited English Proficiency executive orders. Prepared and issued public participation materials, social media posts, and legal notice. Presented the report to the Transportation Subcommittee.
- Finalized the *Green Bay Metro – 2017 Annual Route Review and Analysis Report*. All of Metro's full service fixed routes, limited service routes, paratransit program, and other issues were examined. Presented the report to the Green Bay Transit Commission.
- Completed processing *Amendment #1 for the 2017-2021 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area*.
 - Held public hearing and presented amendment to the Brown County Planning Commission Board of Directors.
 - Prepared final amendment document.
 - Prepared fiscal constraint demonstration.
 - Submitted amendment to FTA, FHWA, and WisDOT.
- Wrote report outlining scenarios for the redistribution of \$369,840 in program year 2017 Federal Surface Transportation Block Grant (former STP-U) funds for Transportation Subcommittee consideration. The BCPC Board of Directors is scheduled to take action in June.
- In advance of the solicitation of STBG qualifying projects, delivered PowerPoint to the Transportation Subcommittee outlining process and application deadlines. The BCPC Board of Directors/MPO Policy Board is scheduled to authorize \$4,347,101 to qualifying projects in October of 2017. Subsequently, issued formal request for projects to all qualifying local entities.
- Met with the recently hired Brown County Mobility Coordinator and ADRC staff to discuss work program.
- Consulted and/or provided information to Metro staff regarding various service, compliance, and/or other issues.

- Attended the Town of Holland Visioning Session the evening of April 6 in advance of an update to the Town's comprehensive plan. Facilitated a small group discussion and recorded likes and dislikes presented by citizens of the town.
- Participated in the April 12 meeting of the NE WI Regional Access to Transportation Committee. The purpose of the committee is to address issues relating to transportation for low income populations, seniors, and individuals with disabilities. Emphasis is placed on coordination and funding.
- Participated in the BCPC Board of Directors Transportation Subcommittee on April 17. Recorded and wrote minutes.
- Participated in the Brown County Planning Commission Board of Directors meeting the evening of April 5.
- Participated in the Green Bay Transit Commission meeting on April 19.
- Participated in MPO staff and BCPC staff meetings as necessary.

The recent major planning activities of Jeff DuMez, GIS/Land Records Coordinator:

- Continuing to coordinate a 2017 aerial photo project. Flights occurred this month.
- Continued to assist with the Land Information/Tax Collection System Replacement project.
- Continued to assisting Technology Services & Public Safety Communications with the 911 Computer Aided Dispatch project, addressing & street issues, and other tasks. Created new Hwy 41 fire response beats; Performed a 911 data refresh.
- Received & helped configure new computers in PALS; Lots of troubleshooting.
- Attended a 3DEP meeting in Appleton to discuss a potential USGS topographic mapping grant for the Fox-Wolf watershed counties.
- Continued to assist Tech Services staff regarding a GIS Server upgrade project
- Performed edits to the GIS database (new subdivisions, street additions/vacations, annexation, addressing, navigability determinations, environmentally sensitive areas, etc.)
- Provided GIS data or other services for DeLeers Construction, KL Engineering, Kapur and Associates Inc., Tetra Tech, TNT Professional Land Surveyors, Star Service Realty, Hinkens Home Appraisals LLC, Bollenbeck Fyfe SC, Bay Tek Games, GAME Holdings LLC, Environ Corp, Wisconsin DNR, The Nature Conservancy, Fox-Wolf Watershed Alliance, UWGB, NWTC, University of Washington, University of Arkansas, Illinois Institute of Technology, Oneida Tribe, Village of Little Chute, City of DePere, Village of Pulaski, Village of Suamico, Village of Ashwaubenon, Village of Bellevue, Village of Howard, Village of Wrightstown, Town of Eaton, Town of Humboldt, Town of Green Bay, Town of Scott, Town of Lawrence, Town of Ledgeview, Town of Rockland, Town of Pittsfield, and others.
- Assisted other people with miscellaneous service, data, and training requests.
- Attended staff meetings as needed.

The recent major planning activities of Devin Yoder, Planner I (GIS/Transportation):

- Reviewed and cleaned metro area traffic congestion public input data collected through online survey and online mapping application.
- Participated in MPO staff meetings.
- Participated in Brown County Planning Commission staff meetings.
- Created maps showing the Congestion Management Plan (CMP) public input points.
- Created a table showing traffic congestion hotspots as part of the congestion analysis for the CMP.

- Attended the Brown County Planning Commission Transportation Subcommittee meeting on April 17, 2017, and presented the results from the public input gathered from the online mapping application and written survey for the CMP.
- Performed field observations of traffic at peak times at specific intersections identified through public input gathered for the CMP.
- Emailed a summary of the CMP public input to the members of the Brown County Planning Commission Transportation Subcommittee that could not attend the April 17th meeting.
- Started writing the CMP report section on congested traffic locations.

The recent major planning activities of Todd Mead, Planner I – Housing:

- Prepared and ordered one (1) interim site inspection for a Northeastern Wisconsin Community Development Block Grant (CDBG) Housing Loan Program client.
- Prepared and ordered four (4) housing quality standards (HQS) inspections for CDBG clients.
- Prepared and ordered three (3) final site inspections for CDBG clients.
- Prepared and ordered one (1) lead-based paint clearance for a CDBG client.
- Met with two (2) CDBG clients and the contractors to prepare them for their future rehabilitation projects.
- Opened fourteen (14) new CDBG applications.
- Prepared and closed three (3) CDBG Housing Rehabilitation Loans.
- Submitted and corresponded with two (2) bid documents to Brown County Revolving Loan Fund (RLF) applicants for future rehab projects.
- Submitted and corresponded with two (2) bid documents to CDBG applicants for future rehab projects.
- Reviewed and prepared one (1) satisfaction for an existing CDBG client due to project change orders.
- Analyzed and approved a subordination review for an existing CDBG client.
- Met with NeighborWorks Green Bay (NWGB) to explain our CDBG program at a meeting with their community reinvestment committee (CRC) members.
- Met with another local financial institution to explain our CDBG program.
- Attended Brown County Lead-Based Paint Coalition meeting.
- Attended staff meetings.
- Attended and helped facilitate Town of Holland's Vision Session.
- Continued to work on new and existing applicant files from Northeastern Wisconsin CDBG counties.
- Continued to work on new and existing applicant files from Brown County RLF Program.
- Continued general outreach and marketing efforts for our RLF and CDBG-Housing Loan Programs.
- Worked, prepared and followed up with yearly RLF and CDBG residency letters.

The recent major planning activities of Ker Vang, Planner I (GIS/Transportation):

- Assigned an address for the Town of New Denmark, Town of Pittsfield, and Town of Green Bay.
- Continue to collect and analyze data for the Congestion Management Process (CMP).
 - Contacted staff at the City of Green Bay and received data for railroad crossing delays and bridge crossing delays.

- Contacted the airport's director to check if there was an update since the 2013 Airport Master Plan. An airport master plan is completed every 10 years so there is no update to the plan.
- Contacted staff at the Port of Green Bay to see if the port has a long term performance target. Port staff responded that there is no long term performance target, but every year, the port's goal is to reach the 2 million tons mark as a measurement of a successful season.
- Created a map to identify all the recommendations for the pedestrian network continuity along the Function Classification roads in the Bicycle and Pedestrian Plan.
- Reviewed a map on the Bicycle Benefits website and provided input to an ambassador from the Wisconsin Bicycle Federation.
- Attended a meeting with the Green Bay Active Communities Alliance on 4/5/17. Reminded the group about the ongoing online bicycle inventory data asking for the public's assistance to take picture and identify bicycle rack that has not been inventory.
- Updated Figure 3-7 map for the Village of Allouez Bicycle and Pedestrian Plan.
- Assisted with the Town of Holland visioning session on 4/6/17.
- Participated in PALS staff safety Incident Reporting/Lean Orientation presentation on 4/21/17.
- Participated in MPO staff meetings as needed.
- Participated in PALS staff meetings monthly.

MINUTES
BROWN COUNTY REVOLVING LOAN FUND COMMITTEE
Friday, April 14, 2017
Northern Building
305 E. Walnut Street, Conference Room 391
Green Bay, WI 54301
9:30 a.m.

ROLL CALL:

Adam DeKeyser	<u>X</u>	Ron Van Straten, Chair	<u>X</u>
Robert Patrickus	<u>X</u>	Chad Weininger	<u>X</u>
Charles Riley	<u>Exc</u>		

OTHERS PRESENT: Lynn Walter, Tracy Flucke, James Lemsky, Tom Dennee, Bill Gessner (via phone), Chuck Lamine, and Kathy Meyer

ORDER OF BUSINESS:

1. Approval of the minutes of the March 14, 2017, meeting of the Brown County Revolving Loan Fund Committee.

A motion was made by R. Patrickus, seconded by A. DeKeyser, to approve the minutes as presented. Motion carried unanimously.

2. Pursuant to Wisconsin Statute 19.85(1)(e), the Brown County Revolving Loan Fund Committee will convene in Executive Session for the purpose of reviewing a loan request from New Leaf Market Cooperative (Lynn Walter).

A motion was made by A. DeKeyser, seconded by R. Patrickus, to convene in closed session pursuant to Wisconsin Statute 19.85(1)(e) for the purpose of reviewing a loan request from New Leaf Market Cooperative. Motion carried unanimously.

At the completion of the closed session, the committee may reconvene in open session to report the results of the closed session.

A motion was made by C. Weininger, seconded by R. Patrickus to return to open session. Motion carried unanimously.

A motion was made by A. DeKeyser, seconded by C. Weininger to approve the loan request of New Leaf Market Cooperative for \$250,000 at 1% interest with a repayment term of seven years. Loan is contingent upon New Leaf Market Cooperative obtaining a minimum of 1,500 cooperative memberships, all other debts/financing being approved consistent with the loan application from other institutions (primary lender and the City of DePere Revolving Loan Fund), and meeting all related Community Development Block Grant HUD and Wisconsin Department of Administration and Brown County program requirements including job creation for individuals in low and moderate income households. Collateral to be shared equally between Brown County and the City of DePere on a second mortgage security position (behind the primary lender) on business real estate, and a second general security position (behind the primary lender) on business equipment and inventory. Motion passed unanimously.

3. Other matters.

C. Lamine stated that loan activity is picking up and that he has a couple of loans pending.

4. Adjourn.

A motion was made by R. Patrickus, seconded by C. Weininger to adjourn. Motion carried unanimously. The meeting adjourned at 11:14 a.m.

Minutes
BROWN COUNTY TRANSPORTATION COORDINATING COMMITTEE
Monday, March 13, 2017
Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
10:15 a.m.

ROLL CALL

Mary Brick (Syble Hopp School)	_____	Sandy Popp (Options for Independent Living)	_____ x
Diana Brown (Curative Connections)	_____	Cole Runge (BC Planning Commission/Green Bay MPO)	_____ x
Vinny Caldara (MV Transportation)	_____	Mary Schlautman (ADRC of Brown County)	_____ x
Corrie Campbell (BC Board of Supervisors)	_____ x	Julie Tetzlaff (Cerebral Palsy Inc.)	_____
Brandon Cooper (Oneida Nation)	_____	Lisa Van Donsel (ADRC of Brown County Board)	_____
Mallory Cornelius (ASPIRO)	_____	Derek Weyer (Wisconsin DOT NE Region)	_____
Pat Finder-Stone (Citizen Member)	_____ Exc	Tina Whetung (Curative Connections Trans. Program)	_____ x
Patty Kiewiz (Green Bay Metro)*	_____ x	Genny Willemon (BC Human Services)	_____
Greg Maloney (Lakeland Care District)	_____ Exc	John Withbroe (Green Bay Transit Commission)	_____
Linda Mamrosh (Citizen Member)	_____ x	Vacant (BC Executive Department)	_____

Others Present: *Essie Fels for Patty Kiewiz, Lisa J. Conard, and Jennifer Hallam-Nelson

C. Runge opened the meeting at 10:15 a.m.

ORDER OF BUSINESS

1. Approval of the December 5, 2016, TCC meeting minutes.

C. Campbell requested a minor modification to the minutes. Page 6 of the draft minutes will be changed to read: C. Campbell stated that she wants to see the Mobility Coordinator and Travel Trainer focusing efforts in the rural area in addition to the urban area.

A motion was made by T. Whetung, seconded by M. Schlautman, to approve the December 5, 2016, TCC meeting minutes as modified. Motion carried.

2. Introduction of Specialized Transportation Mobility Coordinator Jennifer Hallam-Nelson.

C. Runge introduced Jennifer Hallam-Nelson.

J. Hallam-Nelson stated that she is excited be the Mobility Coordinator. J. Hallam-Nelson noted relevant experience stating that she had been the director of the transportation program at Red Cross (now Curative Connections¹), had been involved in the literacy council, has two years of experience with Green Bay Metro as a dispatcher, and has established relationships within the community.

Committee members welcomed Jennifer.

L. Mamrosh offered J. Hallam-Nelson her assistance as it relates to navigating transportation systems as a visually-impaired person who uses technology and a guide dog.

¹ Discussion under this item is in regard to the transportation program offered by Curative Connections as of July 1, 2015. Prior to this date, the service was provided by the Lakeland Chapter of the American Red Cross. The program offers demand-response transportation services to seniors and qualifying individuals with disabilities with use of a small-medium bus, van, or sedan.

C. Runge stated that the members of the TCC will be good resources for J. Hallam-Nelson.

C. Campbell asked about other Mobility Management programs in Wisconsin.

S. Popp stated that most surrounding counties already have one.

L. Conard noted that there are over 50 recognized mobility management programs in the state.

J. Hallam-Nelson stated that she has had conversations with several mobility managers over the last year. J. Hallam-Nelson also noted that she and Pam Push, Mobility Manager for Door County, worked together a number of years ago to establish a transportation program in Door County.

3. Round robin discussion about specialized transportation services in Brown County.

C. Campbell asked about the relationship between the local mobility coordinator and MTM² as it relates to complaints about MTM.

C. Runge noted that mobility manager programs are not the go-to for complaints about MTM's service.

Members of the committee stated that they often deal with client complaints regarding MTM but there is not a local central database for such complaints. S. Popp noted that she, like others, encourages her clients to report complaints directly to MTM (MTM's We Care number is 1-866-436-0457).

C. Campbell stated that is like "the fox guarding the hen house".

S. Popp agreed and noted that advocates have tried unsuccessfully to get an independent ombudsman for years. The Wisconsin Department of Health Services (DHS) has not moved forward with hiring an ombudsman to independently monitor MTM's performance.

C. Campbell would like to document local complaints against MTM so that she has data to bring forward to state legislators. C. Campbell would like to see the program regionalized, with the Brown County area being the pilot. C. Campbell stated she is working with State Representative John Nygren on this issue.

C. Runge stated that it appears that MTM is meeting the terms of its current contract with DHS, and a way to improve MTM's performance may be to have state legislators direct DHS to strengthen the contract's performance requirements.

S. Popp noted that the contract between DHS and MTM expires in August 2017 and that she and many other advocates would like to see some changes in the next contract.

S. Popp noted that Options for Independent Living staff will be meeting with state legislators and legislature staff members on behalf of its 17 county area this Thursday in Madison.

² MTM is the private transportation broker hired by the Wisconsin Department of Health Services to coordinate Non-Emergency Medical Transportation (NEMT) services for qualifying Medicaid and BadgerCare Plus clients.

L. Mamrosh noted that when she calls MV to schedule a trip through Green Bay Metro's Paratransit Program³ she is asked by the call taker "when do you want to be picked up?" not "when do you want to reach your destination?". At the last meeting, Vinny Caldara, MV Manager, stated that all call takers should be asking clients the latter. E. Fels agreed to follow-up with Vinny Caldara.

L. Mamrosh noted that it is difficult for her to walk/navigate through roundabouts as a visually-impaired person.

C. Runge stated that he appreciates L. Mamrosh's perspective and that the safe navigation of roundabouts by visually-impaired pedestrians is an issue that has been discussed for many years. He noted that one of the reasons roundabouts have been built in school zones, neighborhoods, and elsewhere in Brown County is for pedestrian safety. Since the first Brown County roundabout opened in 1999, there has been only one reported pedestrian crash at all of the roundabouts in the county. On the other hand, there are many reported pedestrian crashes at intersections controlled by traffic lights and stop signs each year.

L. Mamrosh noted that she lives in De Pere and is troubled by the time it takes to clear snow from sidewalks/curb cuts as this impedes her ability to live independently. It is also difficult to reach a bus stop or cross the street when snow is not cleared. When snow is not removed in a timely manner, individuals like herself who qualify for paratransit may have to schedule a paratransit trip (which is expensive for the system) in lieu of taking the bus (which adds no additional cost to the system).

It was noted that De Pere businesses have 48 hours after an event to clear the snow.

C. Campbell suggested a media campaign similar to the campaigns fire departments use to promote snow clearance from fire hydrants. C. Campbell stated that she would contact local media and L. Mamrosh agreed to be part of the effort.

C. Runge noted that the Brown County Planning Commission encourages communities to have developers construct their buildings near sidewalks with parking to the side or rear, and to construct uninterrupted walkways between sidewalks and building entrances so people don't have to walk or maneuver mobility devices through large parking lots.

Members of the committee discussed how the Festival Foods location in De Pere is difficult for persons with disabilities to reach because of the large parking lot between the sidewalk and store entrance. However, the Shopko in De Pere is easy to reach because the bus drops passengers off next to the store entrance.

L. Mamrosh noted that the automated bus stop and transfer announcements on Green Bay Metro buses are appreciated.

Members present thanked L. Mamrosh for bringing these issues to the attention of the committee.

C. Runge noted that G. Maloney is excused from the meeting but forwarded three comments:

- The Lakeland Care District is now Lakeland Care, Inc. as it has transferred from a government to private non-profit organization. Lakeland Care, Inc. is a Managed Care

³ Discussion is in regard to the paratransit program offered by Green Bay Metro to qualifying clients under contract with MV Transportation, a private transportation company.

Organization or MCO.

- Please offer explanation as to why Green Bay Metro does not drop off Goodwill Industry employees closer to the door, particularly the Goodwill location on Brosig Street.
- There are two street signs near University Avenue and Curry Lane that read NEW Curative that need to be changed to read Curative Connections.

E. Fels noted that businesses typically do not want buses using their private roads/parking lots because of the perception that buses break down pavement.

L. Conard noted that bus shelter placement is also an issue. Oftentimes Metro staff would like to install a shelter at a particular location knowing that it would be beneficial to clients. However, the property owner (business or other) may not allow Metro to do so.

E. Fels noted that even if an entity is in agreement with routing or a shelter, it can take a long time as the entity may be slow to initially agree and complete the process.

4. Other matters.

The tentative meeting schedule for 2017 is as follows:

Monday, June 12, 2017
Monday, September 11, 2017
Monday, December 4, 2017

Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
10:15 a.m.

5. Adjourn.

C. Runge closed the meeting at 11:30 a.m.



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: _____

Agenda No. : _____

Motion from the Floor

I make the following motion: to P D & T Committee
regarding the Brown Counties future Landfill
Site in Plocation to the headwater of the
East River.

PD & T

Signed: Kathy Lefebvre
District No.: 6

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

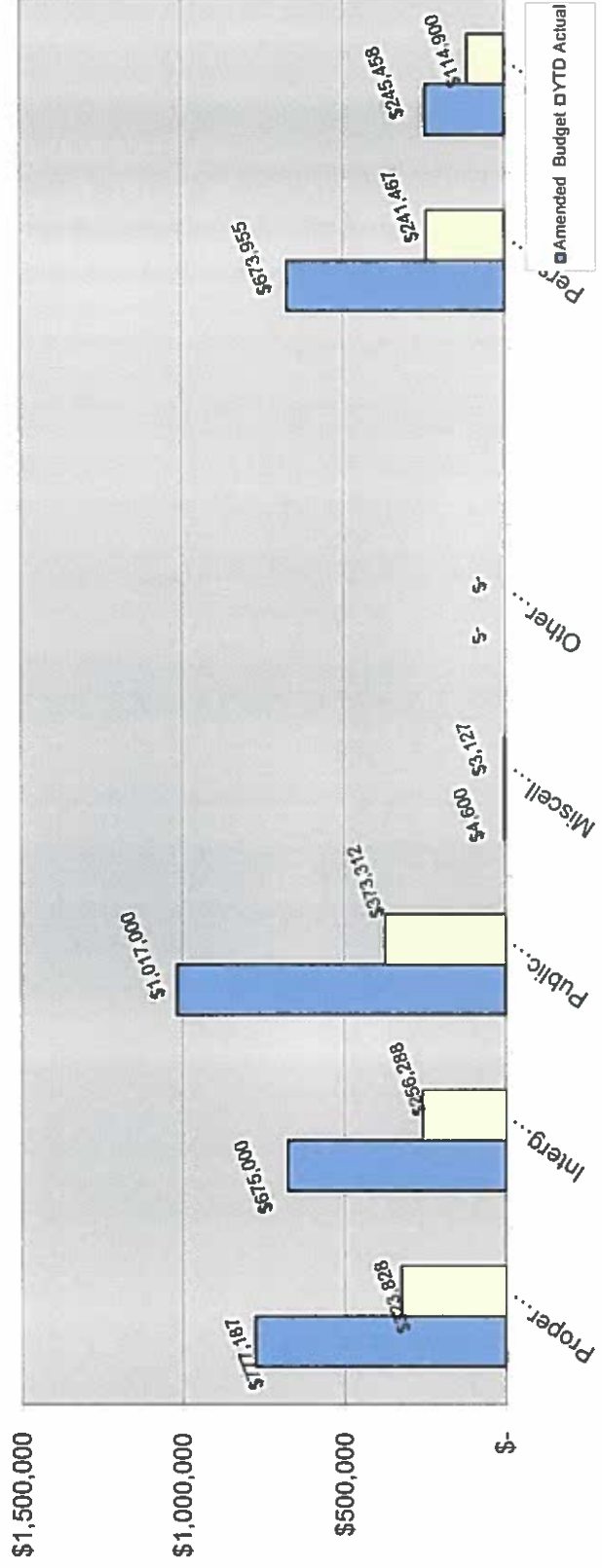
Brown County
Register of Deeds
Budget Status Report (Unaudited)
Fiscal year to date 05/31/2017

	Amended Budget	YTD Actual	Percent of Budget
Property Taxes	\$ 777,187	\$ 323,828	41.7%
Intergovernmental Rev	\$ 675,000	\$ 256,288	38.0%
Public Charges	\$ 1,017,000	\$ 373,312	36.7%
Miscellaneous Rev	\$ 4,600	\$ 3,127	68.0%
Other Financing Sources	\$ -	\$ -	0.0%
Personnel Costs	\$ 673,955	\$ 241,467	35.8%
Operating Exp	\$ 245,458	\$ 114,900	46.8%

We have a total of 4 grandfathered companies. The copy fees for these companies have increased from \$.10 per page to \$.25 per page. This gave us an increase in revenue for the months of March and April and May over 2016 of \$3,822.00. There is also an increase of the same months over 2016 for prints from out regular companies (not grandfathered) of \$1,312.50.

We also have an increase in our Tapestry fees to \$6.95 per request with a \$1.00 per page print charge. Fidar estimates for 2018 and beyond the yearly increase in revenue to Brown County for Tapestry to be about \$15,000.00. This increase should offset the increase in our yearly Laredo charges for 2018 and beyond of \$8,979.00.

Register of Deeds - Through 05/18/2017



Brown County - Planning
Budget Status Report
May 31, 2017

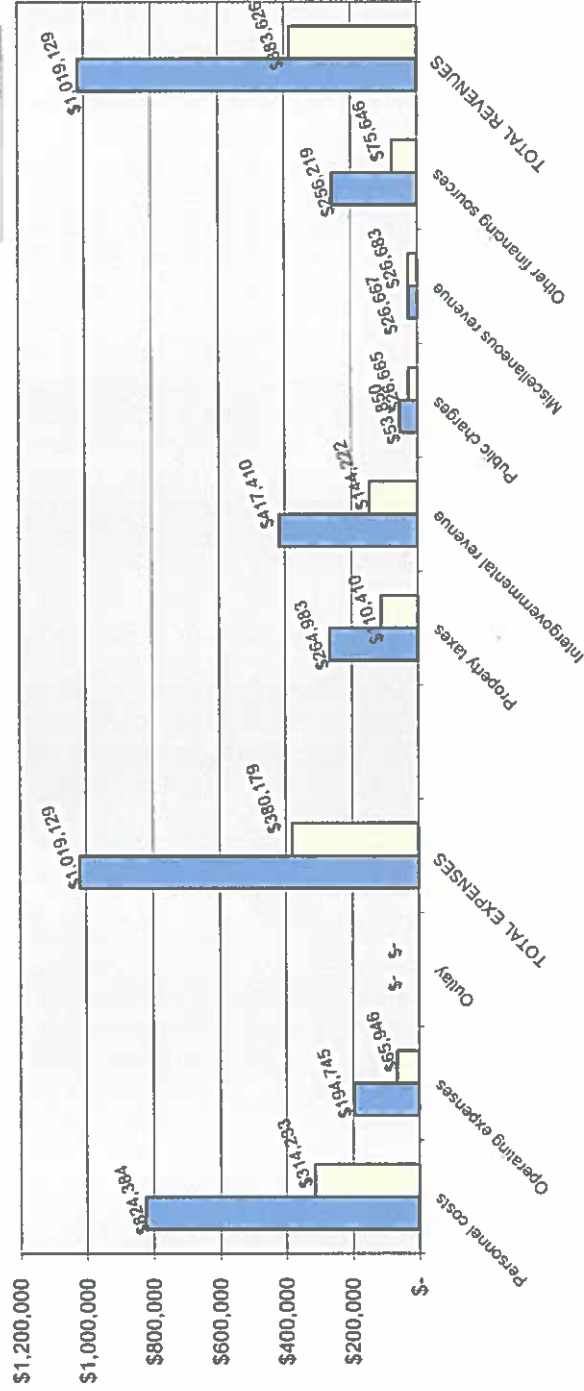
	2017 Amended Budget	2017 YTD Transactions	2016 Amended Budget	2016 YTD Transactions
Personnel costs	\$ 824,384	\$ 314,233	\$ 806,918	\$ 317,268
Operating expenses	\$ 194,745	\$ 65,946	\$ 181,401	\$ 63,321
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 1,019,129	\$ 380,179	\$ 988,319	\$ 380,589
Property taxes	\$ 264,983	\$ 110,410	\$ 306,838	\$ 127,849
Intergovernmental revenue	\$ 417,410	\$ 144,222	\$ 396,650	\$ 159,904
Public charges	\$ 53,850	\$ 26,665	\$ 40,760	\$ 29,166
Miscellaneous revenue	\$ 26,667	\$ 26,683	\$ 46,667	\$ 26,867
Other financing sources	\$ 256,219	\$ 75,646	\$ 197,404	\$ 62,737
TOTAL REVENUES	\$ 1,019,129	\$ 383,626	\$ 988,319	\$ 406,524

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - May 31, 2017 - Unaudited



**Brown County - Property Listing
Budget Status Report
May 31, 2017**

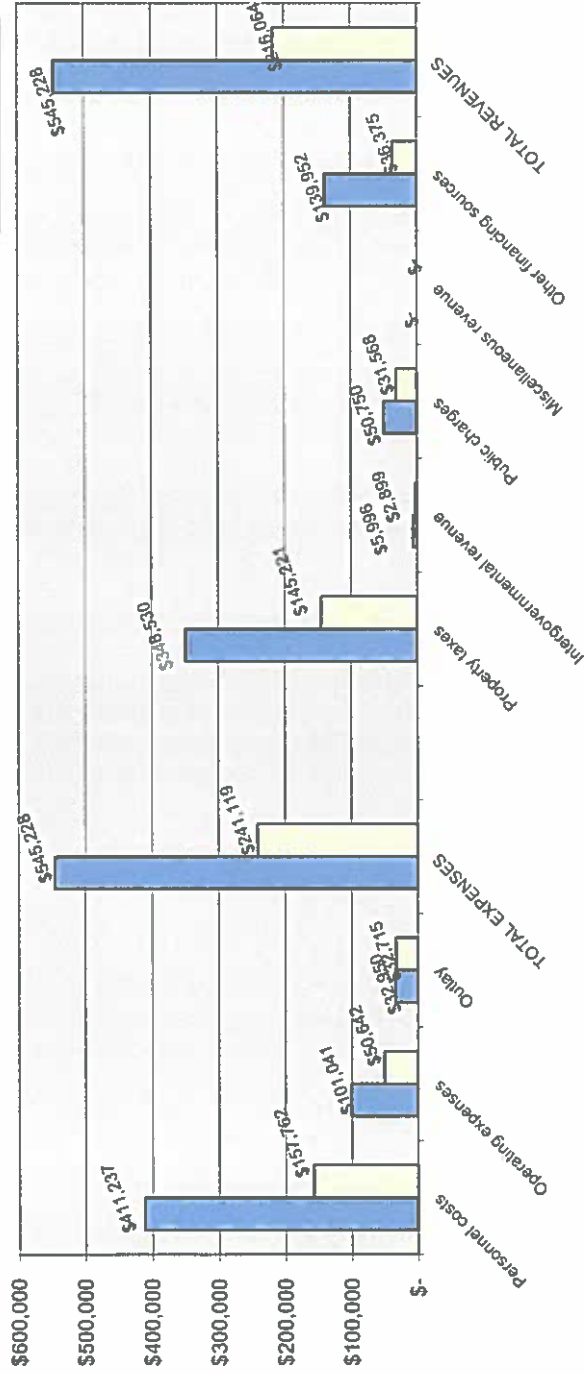
	2017 Amended Budget	2017 YTD Transactions	2016 Amended Budget	2016 YTD Transactions
Personnel costs	\$ 411,237	\$ 157,762	\$ 417,131	\$ 129,989
Operating expenses	\$ 101,041	\$ 50,642	\$ 99,201	\$ 48,381
Outlay	\$ 32,950	\$ 32,715	\$ 32,950	\$ -
TOTAL EXPENSES	\$ 545,228	\$ 241,119	\$ 549,282	\$ 178,370
Property taxes	\$ 348,530	\$ 145,221	\$ 362,235	\$ 150,931
Intergovernmental revenue	\$ 5,996	\$ 2,899	\$ 12,000	\$ 2,997
Public charges	\$ 50,750	\$ 31,568	\$ 60,750	\$ 21,559
Miscellaneous revenue	\$ -	\$ -	\$ -	\$ -
Other financing sources	\$ 139,952	\$ 36,375	\$ 114,297	\$ 53,001
TOTAL REVENUES	\$ 545,228	\$ 216,064	\$ 549,282	\$ 228,488

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - May 31, 2017 - Unaudited



**Brown County - Zoning
Budget Status Report
May 31, 2017**

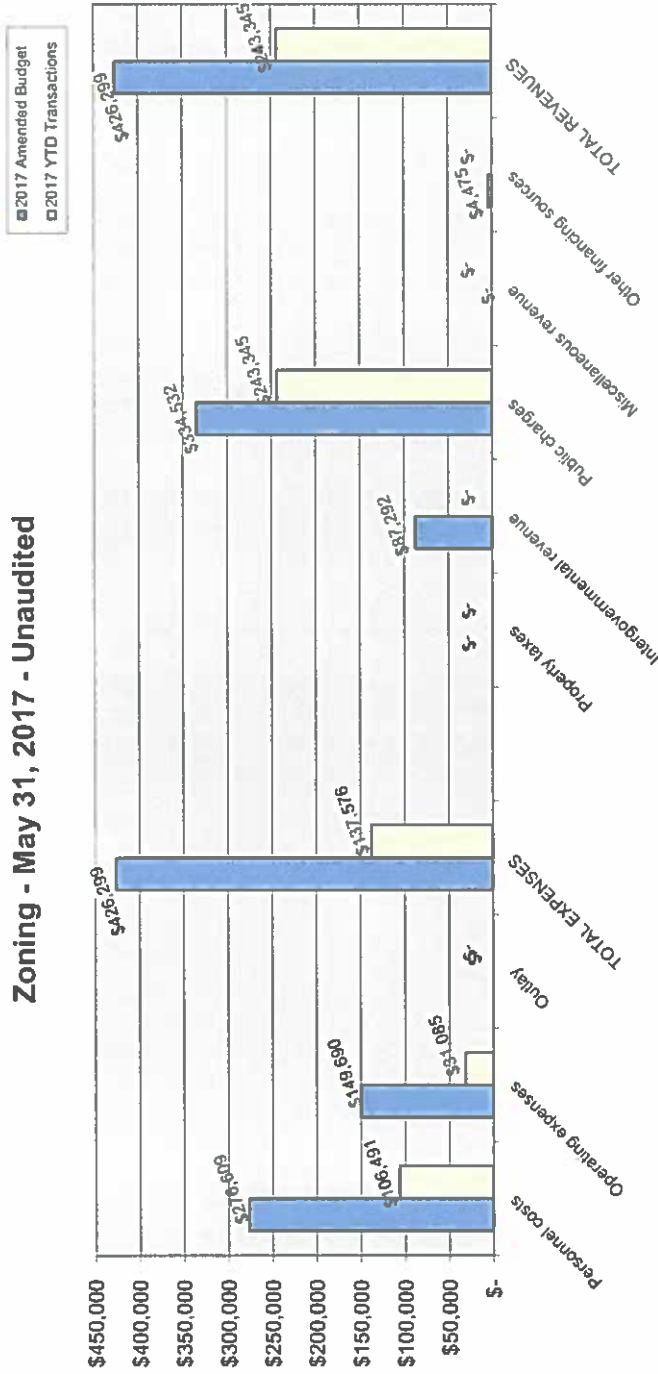
	2017 Amended Budget	2017 YTD Transactions	2016 Amended Budget	2016 YTD Transactions
Personnel costs	\$ 276,609	\$ 106,491	\$ 269,511	\$ 104,341
Operating expenses	\$ 149,690	\$ 31,085	\$ 147,268	\$ 27,113
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 426,299	\$ 137,576	\$ 416,779	\$ 131,454
Property taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	\$ 87,292	\$ -	\$ 86,044	\$ -
Public charges	\$ 334,532	\$ 243,345	\$ 326,851	\$ 243,753
Miscellaneous revenue	\$ -	\$ -	\$ 500	\$ 250
Other financing sources	\$ 4,475	\$ -	\$ 3,384	\$ -
TOTAL REVENUES	\$ 426,299	\$ 243,345	\$ 416,779	\$ 244,003

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Public charges for P.O.W.T.S. program are progressing as planned.

Zoning - May 31, 2017 - Unaudited

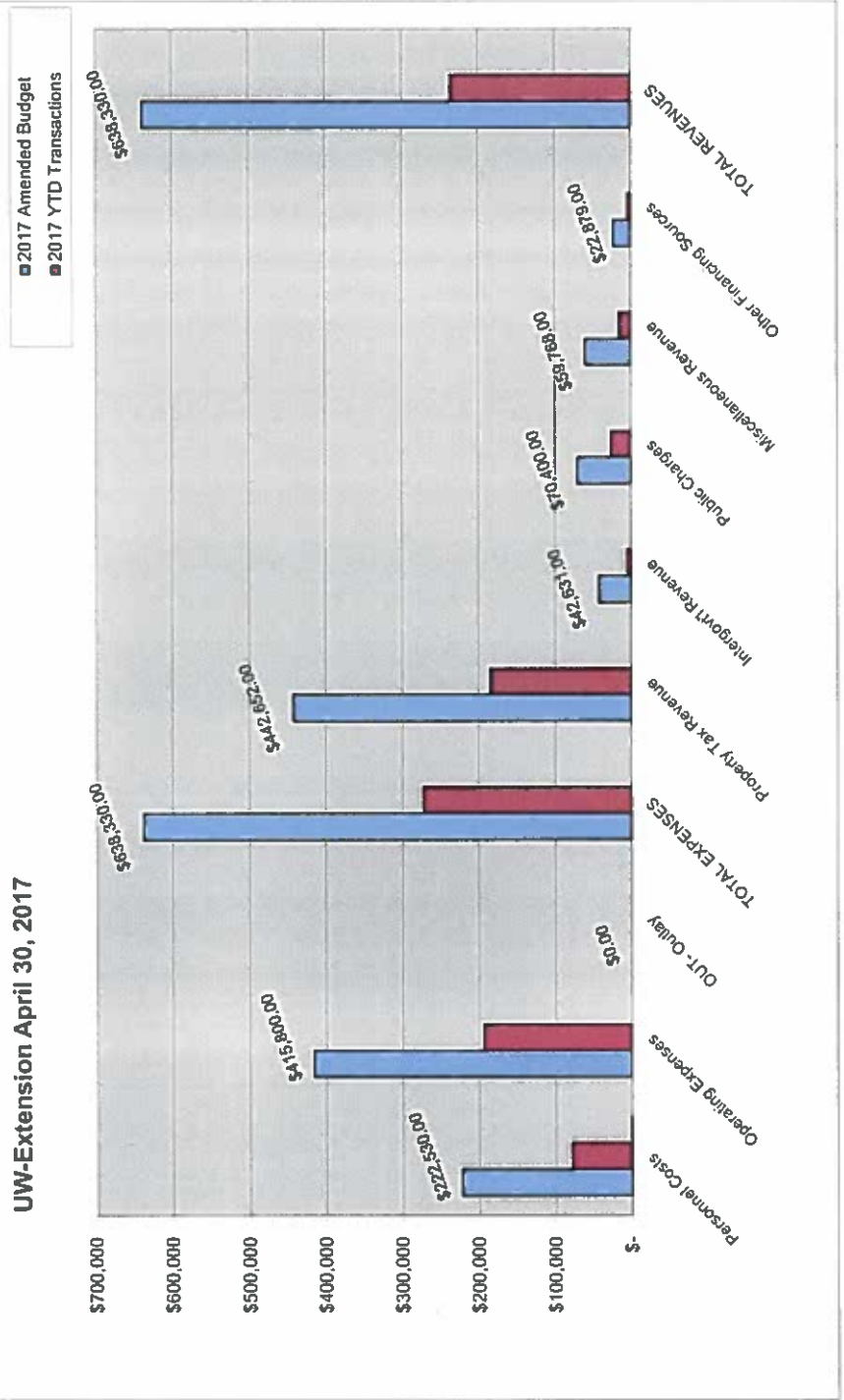


Brown County UW-Extension

May 31, 2017

	2017 Amended Budget	2017 YTD Transactions	2016 Amended Budget	2016 YTD Transactions
Personnel Costs	\$222,530.00	\$78,538.86	\$260,372.00	\$218,391.55
Operating Expenses	\$415,800.00	\$193,738.28	\$383.99	\$385,481.72
OUT- Outlay	\$0.00	\$0.00	\$25,000.00	\$30,771.00
TOTAL EXPENSES	\$638,330.00	\$272,277.14	\$675,460.00	\$634,644.27
Property Tax Revenue	\$442,652.00	\$184,438.35	\$427,768.00	\$427,768.00
Intergov't Revenue	\$42,631.00	\$4,945.95	\$61,604.00	\$63,482.28
Public Charges	\$70,400.00	\$26,164.91	\$80,849.00	\$54,979.93
Miscellaneous Revenue	\$59,768.00	\$15,758.26	\$43,506.00	\$31,226.40
Other Financing Sources	\$22,879.00	\$4,737.76	\$61,733.00	\$56,774.29
TOTAL REVENUES	\$638,330.00	\$236,045.23	\$675,460.00	\$634,230.27

UW-Extension April 30, 2017



SURFACE LEASE AGREEMENT

THIS SURFACE LEASE AGREEMENT (the "Agreement"), entered into this ____ day of _____, 2017, by and between BROWN COUNTY, a body corporate pursuant to Wis. Stat. s. 59.01 (the "Lessor"), and CITY OF GREEN BAY, a Wisconsin corporation (the "Lessee"), is to evidence the following agreements and understandings:

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, has demised and leased to Lessee certain parcels of land (the "Leased Premises") located at Green Bay, Wisconsin and owned by Lessor, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Lessor and Lessee, Parties herein, agree as follows:

1. Rent

Lessee agrees to pay to Lessor rent for the Leased Premises during the Lease Period (as defined below), the sum of five hundred dollars (\$500) per month in 2017, seven hundred fifty dollars (\$750) per month in 2018, and one thousand dollars (\$1000) per month in 2019. (the "Rent"), payable in advance on the first day of each month, starting June 1, 2017 (the "Rent Payment Commencement Date") and ending upon the expiration of this Agreement. The Parties acknowledge the Lease Period will commence on June 1, 2017.

2. Term

C:\Users\joshlein_as\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\OE1TG7FE\Surface Lease to City of Green Bay, 5-26-17.docx WA Port of Green Bay\BayPort\Property\Lease to City of Green Bay.doc

The initial term of this Lease shall be for three (3) years from February 2017 and shall continue until February 2020, (the "Lease Period").

3. Leased Premises

The Leased Premises are outlined and identified in Exhibit A. The Leased Premises legal description is: Lot 3 Bayport Industrial Center No. 1 Re-Plat, a County Plat, City of Green Bay, Brown County, Wisconsin. Parcel No. is 6-3041.

The Leased Premises consists of a 36-acre parcel of land. During the term of the Lease, the Lessee is required to maintain the property in the same condition, reasonable wear and tear excluded, as the property is in at the date of the commencement of this Lease, at the Lessee's cost. Failure to adequately maintain the property will be a material breach of this Agreement and may lead to Lessor's termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

Comment [JB1]: The term "maintain" is not defined. If failing to maintain is going to be considered a material breach then it should be clear and defined as to what the County's expectations are of the City with respect to maintenance.

4. Lessor's Right of Access

Lessor shall retain the right to access Leased Premises as set forth herein. Lessee shall not obstruct, or interfere with the driveway at any time in any manner. Lessor shall have the right to grant this right of access to others. The gated entrance to the Leased Premises shall be closed and locked at the end of each working day by the last party to enter or exit the Leased Premises. In addition to the above right of access, the Lessor shall have the right, upon reasonable notice to the Lessee, to enter and inspect or show the Leased Premises. Lessor shall maintain the right to use its property not included in the Leased Premises for any purpose which does not interfere with the Lessee's intended use of the Leased Premises.

5. Use

Lessor agrees the Lessee may use the Leased Premises only for the handling and storage of compost. The Lessee agrees that it will not use the Leased Premises for any unlawful purpose and the Lessee will comply with all federal, state, and local laws, ordinances, and regulations with respect to its use of the Leased Premises, and will indemnify, defend, and hold the Lessor harmless from any penalty, damage, or charge imposed or incurred as a result of the Lessee's use of the Leased Premises after the commencement date hereof in violation of any such law, ordinance, or regulation. Lessor, Lessee and any other user of the Leased Premises or Lessor's property adjacent to the Leased Premises must cooperate concerning access to premises. The cooperation includes but is not limited to securing and locking gates for ingress and egress.

Lessee shall be liable for any damage or injury incurred. Lessee is responsible for remedying any and all issues related to the Lease including but not limited to environmental damage, nuisance claims, or any action due to the activity of Lessee while acting on the Leased Premise.

6. Insurance

Lessee agrees that it shall at all times during the Lease Period indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, against any and all loss, damages, and costs or expenses which Lessor may sustain, incur, or be required to pay by reason of any personal injury, death or property loss resulting from Lessee's acts or omissions under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees, notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

In addition to the foregoing, Lessee agrees that during the Lease Period it shall provide general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 per occurrence and automobile liability coverage with a minimum of \$1,000,000 per occurrence combined bodily injury and property damage limits for owned, non-owned and hired autos and the Lessor shall be provided a certificate of insurance, showing it as an additional insured during the term of this Lease Agreement.

The Lessor hereby agrees to give prompt written notice to the Lessee of any claim against the Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of the Lessee, its agents and employees, in connection with the Lessee's use or occupancy of the Leased Premises.

7. Environmental Compliance & Indemnification

- a. All capitalized terms used in this section and not heretofore defined shall have the meanings set forth below:

(1) "**ENVIRONMENTAL CLAIMS**" means any and all actions, suits, orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that has been threatened, brought, issued, asserted or alleged by:

i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence of actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises

or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.

- (2) **"ENVIRONMENTAL LAW"** means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.

- (3) **"ENVIRONMENTAL PERMITS"** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.
- (4) **"HAZARDOUS SUBSTANCE"** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.
- (5) **"RELEASE"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including, without limitation, any environmental media and the

abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.

8. Environmental Indemnities

- a. Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns ("Lessor Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys' fees, expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following;
- (1) Lessee's noncompliance with, or violation of, any obligations contained in Sections 5 and 7 above, including the provisions relating to site access, and/or of any Environmental Law with regard to the Leased Premises.
- (2) Any Environmental Claim under Environmental Laws currently in effect or which comes into effect after the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessee after the

Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the Commencement Date, and which arises as a result of Lessee's use or occupancy of the Leased Premises.

Comment [JB2]: The City's concern is that the indemnification obligations for claims prior to the commencement date are not limited to the activities of the City; accordingly we added language in (2), (3) and (4) to provide a limit.

Comment [GGA3]:

(3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, prior to or as of the Commencement Date, even if such Release is not discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues after such date, and which arises as a result of Lessee's use or occupancy of the Leased Premises.

(4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, during the term of this Agreement, except to that caused or contributed to by Lessor or Lessor's employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.

b. The Parties agree and Lessor hereby covenants that, Lessor shall forever indemnify, assume, defend and hold Lessee, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys' fees, expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any

Lessee Indemnified Party resulting from or arising out of any of the following:

- (1) Lessor's noncompliance with, or violation of, any Environmental Law with regard to the Leased Premises.
 - (2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance or other condition created by Lessor at the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date.
 - (3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessor or Lessor's employees, agents, contractors, guests or invitees.
- c. Except as otherwise expressly provided above, the party seeking to enforce an indemnity obligation pursuant to this Section shall have the burden of demonstrating that such indemnity obligation rests with the other party.

9. **Reservation of Rights.** Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop either the Lessee or its insurer or the Lessor or its insurer from relying upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the Lessee or its insurer or the Lessor or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater

than the limits of liability of municipal claims established under Wisconsin law.

Comment [GGA4]: We are both subject to the same limitations on liability so I changed the language to reflect that

10. Discharge of Liens

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens. Lessee shall, whenever and as often as any such liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable notice and request in writing from Lessor, defend for Lessor, at Lessee's expense, any action, suit, or proceeding which may be brought for the enforcement of any such lien and will pay any damages and discharge any judgments entered in such action, suit, or proceeding and save harmless Lessor from any liability, claim, or damages resulting there from. If Lessee fails to procure the discharge as aforesaid of any such lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor may be put in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after notice from Lessor of the amount due.

11. Revisions and/or Terminations

Lessor may declare the Lease terminated if Lessee should default in the payment of any obligations under this Lease, or in the due performance of the covenants hereunder, and the default continues for a period of thirty (30) days after written notice is given by Lessor to Lessee. Further:

- a. Failure to comply with any part of this Lease may be considered cause for revision, suspension, or termination.

- b. Revisions of this Lease must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both parties.
- c. This Agreement may be terminated by either Party for any reason or for no reason at all by giving thirty (30) days written Notice to the other Party of said termination.

12. Upon Termination

Lessee agrees at the end of the Lease, all materials belonging to or placed on the Leased Premises by the Lessee, must be removed from the Leased Premises and the property returned to a flat natural soil surface. Any areas improved to provide all weather vehicular access existing on the Leased Premises shall remain and become the property of the Lessor without any compensation owed to Lessee for their construction or maintenance during the Lease Term. The Lessee further agrees that, upon termination of this Lease, the Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good order as of the Commencement Date, natural wear and tear excepted, and loss or damage due to an act of God excepted.

Comment [JB5]: The City would like to distinguish that it will only be responsible for removing the materials it has placed on the property.

13. Other Terms and Conditions

The Lessee covenants and agrees that it will, throughout the term of Lease, or any renewals or extensions thereof, be responsible for the payment of all utilities applicable to the operation of the Leased Premises by the Lessee, and the Lessee shall be responsible for the maintenance of all improvements on the Leased Premises.

14. Assignment/Subletting

This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee,

voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

15. Notices

Any notice by either Party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor: Brown County Port and Resource Recovery
Department
Dean Haen, Director
2561 S. Broadway Street
Green Bay, WI 54304

If to Lessee: City of Green Bay Public Works Department
Steve Grenier, Public Works Director
100 N. Jefferson St
Green Bay, WI 54301

16. Binding Effect

The terms and covenants contained in this Lease (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

17. Governing Law

Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Courts of Brown County, Wisconsin and the Lessor and Lessee shall submit to the jurisdiction of the Courts for such lawsuits. In all respects, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

18. Severability

If any term, covenant, condition or provision of this Lease or the application thereof to any Party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19. Counterparts.

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BROWN COUNTY

CITY OF GREEN BAY

By _____
Troy Streckenbach, Executive

By: _____
James J. Schmitt, Mayor
By: _____
Kris A. Teske, Clerk

AS TO FORM:

8

By _____
Dean Haen, Port & Resource Recovery Department



Tabulation Record / Intent to Award Documentation

305 E. Walnut Street, Green Bay, WI 54305 Phone: (920) 448-4040 Fax: (920) 440-4036
 Web: www.co.brown.wi.us

Project Number: 2141A
 Project Name: Replace Concrete Tip Floor at Recycle Facility
 Type of Project (RFB, RFP, RFQ): RFB
 Purchasing Representative: Dale DeNamur
 Due Date: June 16, 2017 Location: 11:00 AM Brown County Clerk's Office
 Opening Date: June 16, 2017 Location: 11:00 AM Northern Building, 2nd Floor, Room 201

CONTRACTOR	CITY, STATE	BASE BID	ADD ALT BID - COST TO ABANDON CATCH BASIN	OPTIONAL ADD BID - REMOVAL OF CONCRETE WALLS	BID BOND	Addenda Acknowledged?			Intent To Award
						ADD 1 - Site Visit List			
1 Zeise Construction	Green Bay, WI	\$ 191,426.00	\$ 750.00	\$ 13,000.00	Yes	Yes			
2 The Boldt Company				No - *see note below	No - *see note below				
3 Sitar Construction				No - *see note below	No - *see note below				
*Note: Failure to include bid bond with submittal resulted in the automatic rejection of their bid.									

PRIVATE & CONFIDENTIAL

LETTER OF INTENT

This letter will memorialize the understandings and intentions of Dynamic Concepts LLC or one of its affiliated entities (collectively, "DC") and Brown County Port & Resource Recovery Department ("County"), jointly referred as the "Parties" and individually as a "Party". This Letter of Intent (LOI) is intended to be an outline for an agreement relating to the development, design, construction, and operation of a community waste treatment facility designed primarily to receive manures from nearby dairy farms and harvest marketable by-products to sell or return at the lowest possible cost to the farmers and also produce purified clean water from the manure.

DC is in the business of developing, operating and owning manure management systems that create renewable energy and reduce the adverse environmental impact of nutrient loading to the ground and surface waters by making the redistribution of nutrients economically feasible.

Brown County's Resource Recovery Department offers services to municipal, commercial, industrial, and residential interests. The Department has been in business for more than 40 years providing cost-effective, efficient, and environmentally responsible disposal for Brown County residential and commercial waste and recycling.

County currently owns the site of a future landfill in the Town of Holland in southern Brown County. The south landfill site is believed to be one of the most desirable in the state due to the naturally existing 120-foot layer of clay which provides significantly greater environmental protection. The landfill is designed to last an estimated 15 years, the maximum period for which a landfill operator can project usage of a landfill under the current WDNR regulations. The County plans on implementing the first stage of the landfill in 2022.

County's long term plans for the south landfill may include creating pipeline quality gas produced from the landfill methane. A direct connection to a nearby natural gas transmission line would be required. A natural gas transmission pipeline owned by Guardian Pipeline, LLC is located approximately 1.25 miles west of the existing site entrance off of County Road IL.

The 2015 South Landfill and Resource Recovery Park Master Plan references a possible Community AD Digester. It states "Given the location of the SLF property is adjacent to large industrial dairy operations, animal manure is an abundant non-traditional waste stream near the site. There are currently active planning projects associated with manure management and siting a community manure digester that are outside of the scope of this project. The SLF property has actually been identified as a potential location for a community AD manure digester in the document prepared by Wisconsin. Public Service (WPS, 2013). Considering the synergy between AD biogas production and landfill gas production facilities, the SLF site may be a good candidate for a manure AD facility."

DC has been contracted by the Brown County Land and Water Conservation Department "To explore the feasibility and sustainability of the construction of one to three Community waste treatment facilities with possible partnerships with Outagamie and Kewaunee Counties designed

primarily to receive manures from nearby dairy farms and harvest marketable by-products to sell or return at no cost to farmers and also produce purified clean water from the waste stream."

DC's preliminary findings indicated that integrating anaerobic digestion (AD), nutrient concentration systems (NCS), and renewable natural gas (RNG) can accomplish the goals of improving the economics of manure handling while having positive effects on the environment is financially feasible.

DC has determined that the land owned by the County intended for the South Landfill and Resource Recovery Park in Section 19 of the Town of Holland in addition the County owns other acres in the Town of Holland that may provide a location for a AD. DC would like to enter into a long-term lease for the area outlined in red, plus or minus 40 acres.

The site is about 1.5 miles from the Guardian pipeline, about 1 mile from Wiese Brothers Farms with Country Aire Farm being right across the road.



Considering the synergy between AD biogas production and landfill gas production facilities, the Parties are considering entering into an agreement allowing DC to lease land from the County and the County supplying biogas to DC's gas conditioning system.

The Parties understand that additional negotiations, due diligence, and evaluation of and with respect to the Proposed Transaction will be required, and that neither Party will be bound to proceed with the Proposed Transaction unless and until definitive agreements and related documents are negotiated and executed with respect to the Project and the Proposed Transaction (the "**Definitive Agreements**"). However, to facilitate further negotiations and evaluation, the Parties desire to set forth the basic terms of the Proposed Transaction and their understandings with respect thereto.

Lease Term: Lease shall commence as of the Effective Date and continue for a period of fifteen (15) years after the Commercial Operations Date. Thereafter, this Lease shall automatically renew for up to five (5) additional successive terms of five (5) years each (each, a "Renewal Term", or together, the "Renewal Terms"), unless either Party provides the other Party with a written notice of its desire not to renew the Lease (a "Termination Notice") at least three hundred sixty-five (365) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall be referred to herein as the "Lease Term."

Rent: In consideration for the rights granted hereunder DC shall pay to County annual rent payable on the first business day of each year during the Lease Term.

Condition of Leased Premises. DC accepts the Leased Premises in its condition on the Effective Date of the Lease. County makes no representations or warranties concerning the Leased Premises

Right to Construct Improvements. During the Lease Term, DC shall have the right to construct improvements reasonably associated with the Project on the Leased Premises. DC shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the procurement, construction, maintenance and operation of the Project. For the avoidance of doubt, County has no obligation whatsoever to improve or alter the Land.

Maintenance. DC shall at its sole cost and expense keep the Leased Premises and DC's Improvements thereon in clean and orderly condition and good repair in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises.

Surrender of Leased Premises. For a period three hundred sixty-five (365) days after the expiration or termination of the Lease Term, and subject to any purchase options set forth in this Lease, DC shall remove the DC's Improvements from the Leased Premises, and shall restore the Leased Premises to the condition thereof existing as of the Effective Date. In the event that DC fails to so remove DC's Improvements and restore the Leased Premises prior to the expiration of such 365-day period, County may thereafter remove DC's Improvements and restore the Leased Premises as so required, and shall be entitled to prompt reimbursement from DC, an assurance bond or other means for all reasonable and necessary costs and expenses of doing so. DC will post a bond during the lease period to cover the estimated cost of restoration.

Insurance Requirements. During the Lease Term, DC shall maintain Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate.

Real Property Taxes and Assessments. DC shall pay, within thirty (30) days after written demand from County, any real estate taxes, assessments (both general and special) and other governmental impositions of similar character which are levied against the Leased Premises.

Compliance with Laws. DC shall comply with all laws, regulations, ordinances, codes, orders, rules, regulations or requirements of all state, federal, municipal and other governmental authorities having jurisdiction over the Leased Premises,

Land Use Matters. County and DC acknowledge that DC intends to construct the Project upon the Leased Premises

Assignment. Except as permitted or provided for herein, neither Party shall assign this Lease without prior written consent of the other Party hereto, provided that DC may assign its interest in this Lease to a subsidiary or affiliate or in connection with an asset sale, sale of equity interests or merger, consolidation, or other transfer of assets

DC's Options to Purchase. If at any time during the Lease Term, County desires or intends to sell or otherwise transfer the Land to a bona fide third party, County shall furnish written notice of such intention to DC. For a period of thirty (30) days after receipt thereof, DC shall have a right of first refusal to purchase the Land and the improvements thereon at the same price and upon the same terms as those offered by the bona fide third party purchaser.

County's Option to Purchase. In the event that DC fails to exercise its option to purchase the Leased Premises then County shall have an option, for a period of thirty (30) days thereafter (the "County Option Period"), to purchase DC's Improvements for the Fair Market Value.

County's Right of First Refusal. If at any time during the Lease Term, DC desires or intends to sell or otherwise transfer the Project to a bona fide third party, DC shall furnish written notice of such intention to County. For a period of thirty (30) days after receipt thereof, County shall have a right of first refusal to purchase the Project at the same price and upon the same terms as those offered by the bona fide third party purchaser. Any assignment of ownership requires written approval by the County.

County Right to Supply Landfill Gas to DC's Gas conditioning system. It estimated that the landfill will start creating Landfill gas in 2023. It is also estimated that the maximum amount of gas created will be 3,000 standard cubic feet per minute. DC agrees to process the gas in exchange for a reduction in its annual rent payment or as a royalty from County gas sales.

The Parties expressly acknowledge this LOI is not intended to create a binding obligation or commitment upon each Party to perform any of the tasks set out in this LOI. Neither party should expend capital resources in reliance of the recitals within this Letter of Intent as the parties agree it is a recital of intentions only and not to be construed in any manner as a binding agreement. Nothing in this LOI shall be construed to imply the creation of a business relationship, partnership or other legal or fiduciary arrangement between the Parties.

IN WITNESS WHEREOF the Parties have caused this LOI to be duly executed and delivered as of the date first written above.

Duane Toenges
Dynamic Concepts LLC

Date

I agree with the statements and representations contained in this Letter of Intent

Date

D

Port and Resource Recovery Department

Director's Report

June 26, 2017

South Landfill Property – The Solid Waste Board and staff are working on a property transaction with a local farmer. The transaction would improve the County's ability to provide solid waste management services on the landfill property, reduce compensation to adjacent property owners, and lessen the total acres owned by Brown County.

Staff is also preparing to bid out the South Landfill agricultural lands and associated farm buildings.

Outagamie County/FRF – A draft settlement agreement has been received. Staff is optimistic resolution with both Outagamie County and Fox River Fiber will occur in 2017.

5-Year Solid Waste Management Services Agreements – Agreement with urban municipalities and large private customers are interested in exercising 5-year extensions.

Transfer Station Scale Changes – Scale transactions on Saturdays have increased by 50% over the past 5 years. At times traffic is exceeding the property and staging is occurring on Hwy 54. Staff is looking at ways to que more vehicles under existing conditions and speed up transaction times with software upgrades and card readers at the scale(\$50,000). Additional considerations are adding a second scale, changing the entrance location and re-routing incoming traffic (\$250,000+).

Landmark Project – In July, terminal operators will vote on whether or not to use Harbor Fee funds for a landmark on the east end of the Cat Island near the navigation channel.

Open Position From Port and Resource Recovery Department

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Associate	May 22	Pay	Fill	In-Progress

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: June 26, 2017
RE: Summary of Operations

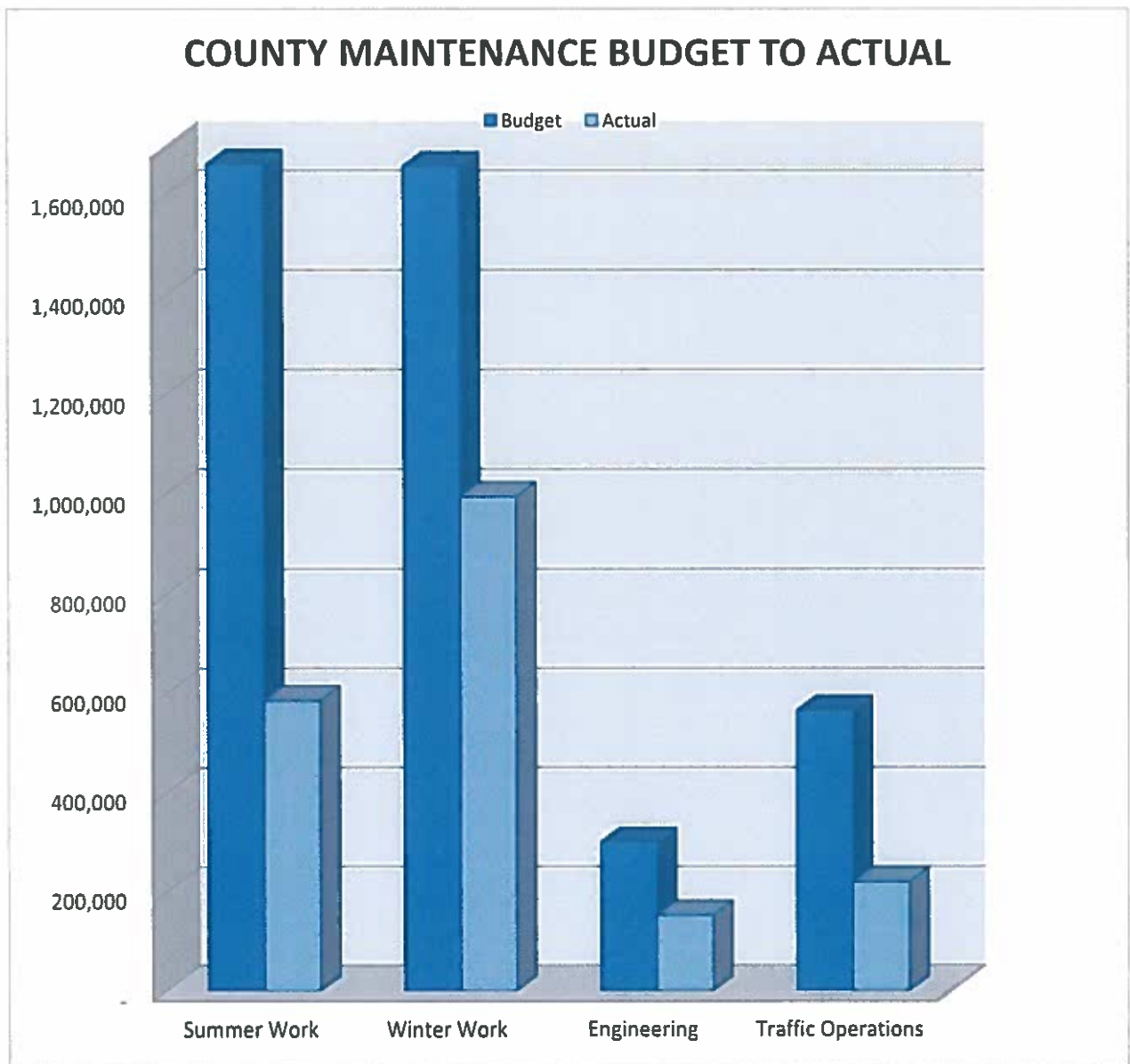
The Public Works Department is performing at a normal budget rate through the month of May. The end of May represents 41.67% of the year. Here is a summary of our operations:

(240) County Maintenance	46.63%
(660) State Maintenance	36.52%
(660) Other Work (Interdepartmental, Municipal, etc.)	76.67%
(400) Capital Projects	25.18%
Facilities	39.30%

Please see the attached charts for more details.

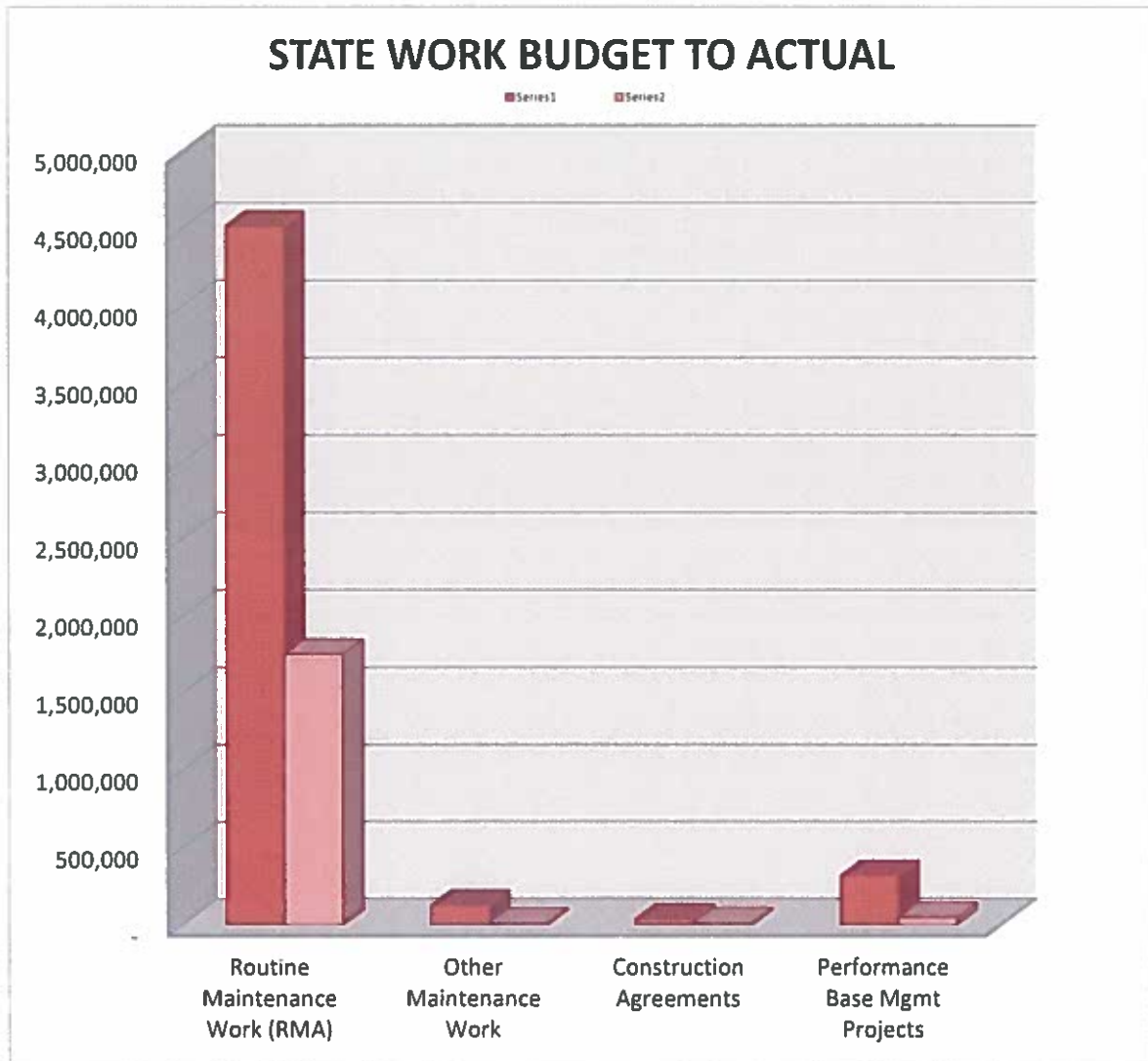
**BROWN COUNTY PUBLIC WORKS
COUNTY MAINTENANCE BUDGET TO ACTUAL-FUND 240
AS OF 5/31/17**

	Budget	Actual	Remaining	Percentage Used
Summer Work	1,663,949	586,140	1,077,809	35.23%
Winter Work	1,659,750	995,204	664,546	59.96%
Engineering	300,000	152,486	147,514	50.83%
Traffic Operations	566,000	219,774	346,226	38.83%
Total	4,189,699	1,953,603	2,236,096	46.63%



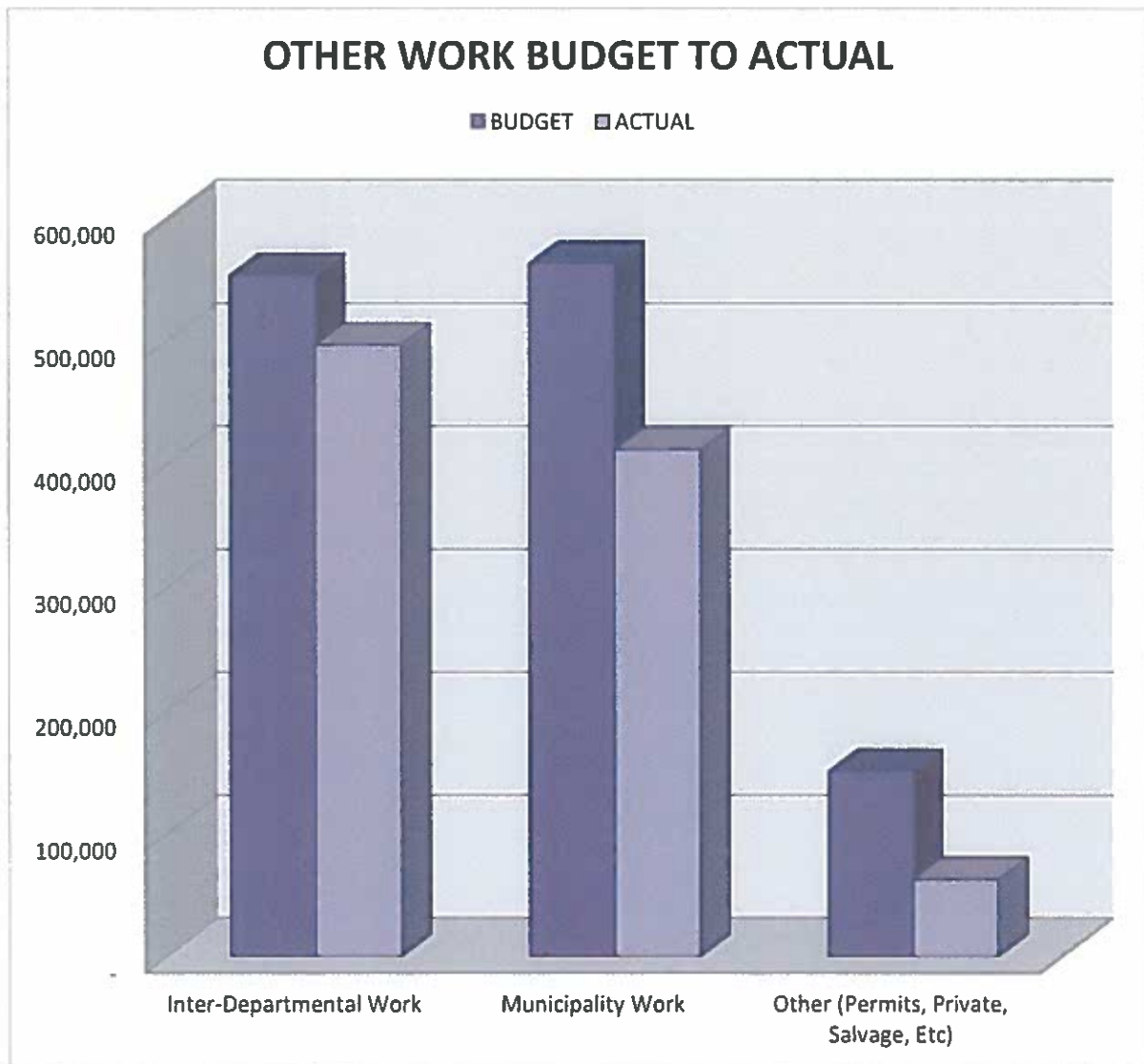
BROWN COUNTY PUBLIC WORKS-HIGHWAY STATE WORK BUDGET TO ACTUAL AS OF 5/31/2017

	Budget	Actual	Remaining	Percentage Used
Routine Maintenance Work (RMA)	4,520,900	1,754,444	2,766,456	38.81%
Other Maintenance Work	128,459	11,776	116,684	9.17%
Construction Agreements	37,568	13,272	24,296	35.33%
Performance Base Mgmt Projects	318,475	48,272	270,204	0.00%
Total	5,005,403	1,827,763	2,907,436	36.52%



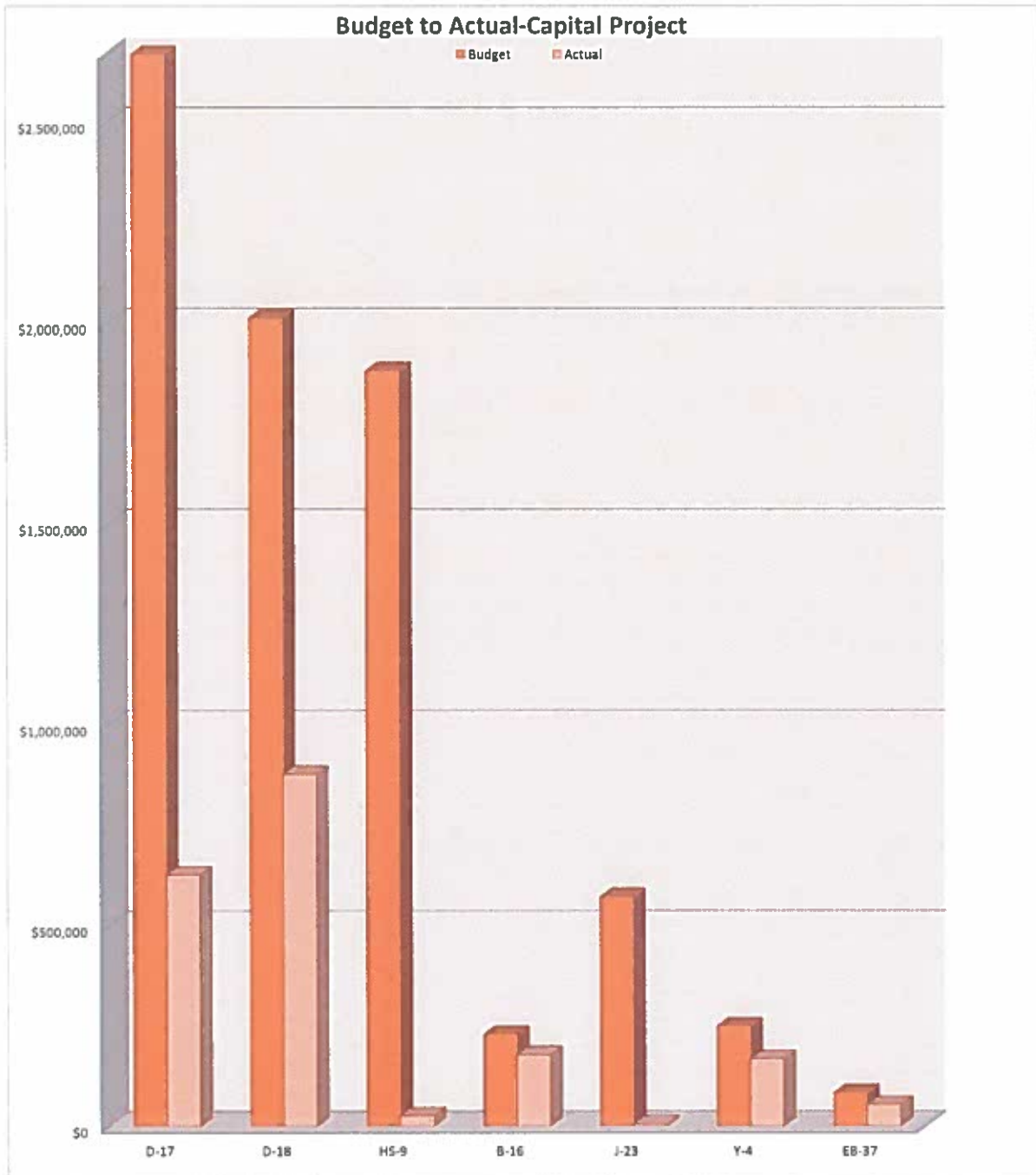
**BROWN COUNTY PUBLIC WORKS-HIGHWAY
OTHER WORK BUDGET TO ACTUAL
AS OF 5/31/17**

	Budget	Actual	Remaining	Percentage Used
Inter-Departmental Work	553,871	497,296	56,575	89.79%
Municipality Work	563,600	411,986	151,614	73.10%
Other (Permits, Private, Salvage, Etc)	150,685	63,020	87,665	41.82%
Total	1,268,156	972,302	295,854	76.67%



**BROWN COUNTY HIGHWAY DEPARTMENT
CAPITAL PROJECT EXPENSE-BUDGET TO ACTUAL
AS OF 5/31/2017**

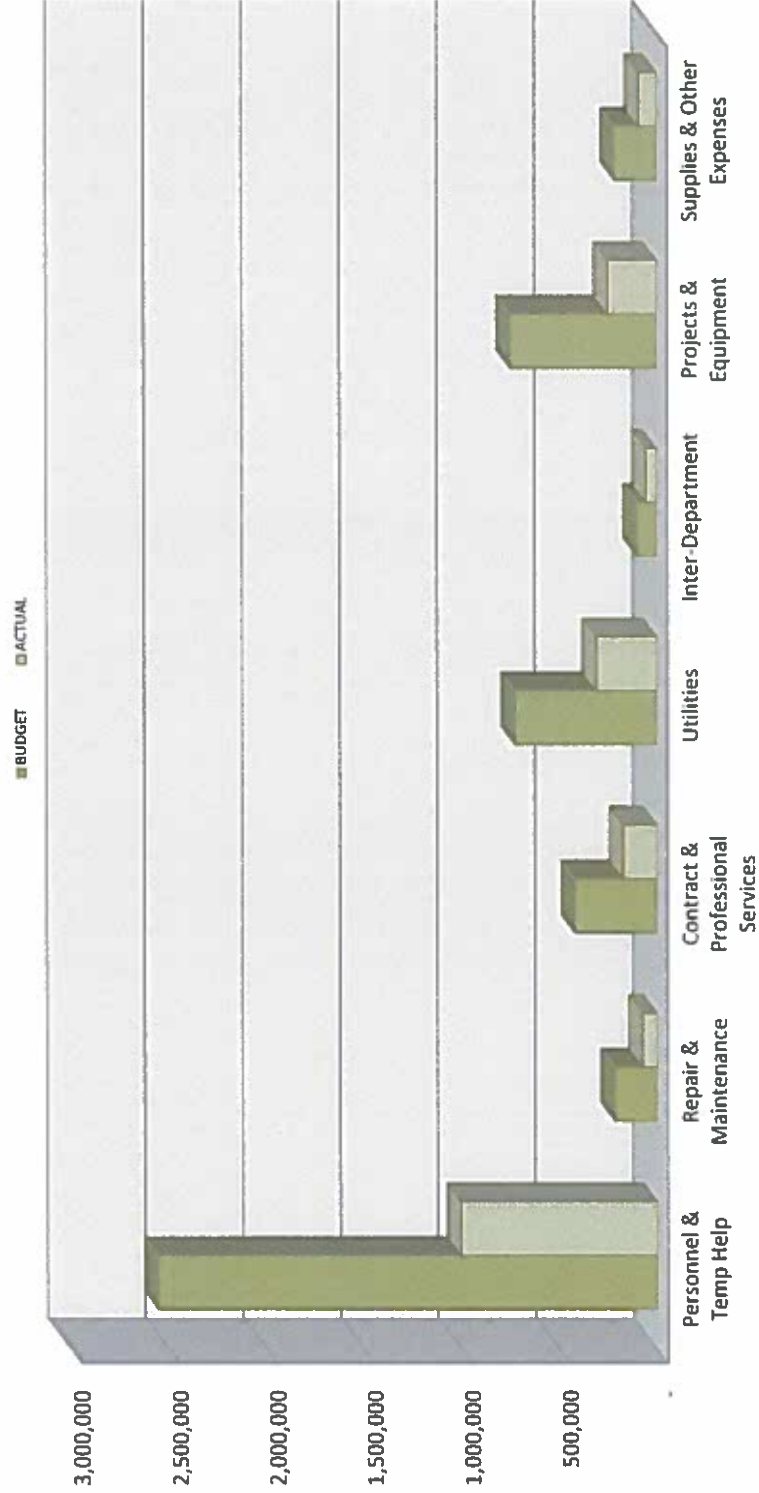
Project	Project Description	% BC Cost	Budget	Actual	Remaining	Percentage
D-17	Rescondition/Widen CTH D - Hickory Rd to Barrington Dr.	100%	\$2,669,571	\$627,001	\$2,042,570	23.49%
D-18	Rescondition/Widen CTH D - High Street to Hickory Rd	100%	\$2,013,000	\$878,508	\$1,134,492	43.64%
HS-9	Resurfacing CTH HS - Glendale Ave to CTH B	100%	\$1,882,011	\$26,488	\$1,855,523	1.41%
B-16	Resurfacing CTH B - Veterans Ave to CTH J	100%	\$230,000	\$178,797	\$51,203	77.74%
J-23	Resurfacing CTH J - CTH M to Harbor Lights Rd	100%	\$572,000	\$5,783	\$566,217	1.01%
Y-4	Resurfacing CTH Y - Shady Rd to Old 29	100%	\$250,000	\$168,350	\$81,650	67.34%
EB-37	Resurfacing CTH EB - STH 172 to North Rd	100%	\$84,000	\$54,058	\$29,942	64.36%
Total			\$7,700,582	\$1,938,986	\$5,761,596	25.18%



**BROWN COUNTY PUBLIC WORKS
FACILITY MANAGEMENT BUDGET TO ACTUAL
AS OF 5/31/17**

	Budget	Actual	Remaining	% Used
Personnel & Temp Help	2,556,645	1,003,004	1,553,641	39.23%
Repair & Maintenance	216,397	74,857	141,540	34.59%
Contract & Professional Services	418,200	172,692	245,508	41.29%
Utilities	724,345	308,887	415,458	42.64%
Inter-Department	100,451	55,429	45,022	55.18%
Projects & Equipment	746,966	250,144	496,823	33.49%
Supplies & Other Expenses	215,198	91,383	123,815	42.46%
Total	4,978,202	1,956,396	3,021,806	39.30%

FACILITY MANAGEMENT BUDGET TO ACTUAL



PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: June 26, 2017
RE: Director's Report

PROJECTS:

Courthouse Dome: All scaffolding was put in place as of June 5th. Demolition and repair of the catwalk was done in June. Removal of the copper roof started June 6th.

CTH D: Work continues on CTH D from the Village of Wrightstown to Hickory Road. The roadway should be paved from the Village of Wrightstown to Apple Creek Road. Construction of CTH D from Apple Creek Road to Hickory Road is anticipated to continue through July with the roundabout at Hickory Road starting July as well.

Airport Parking Lot: Work was completed June 6th.

CTH B: Work was completed May 12th.

CTH Y: Work was completed May 12th.

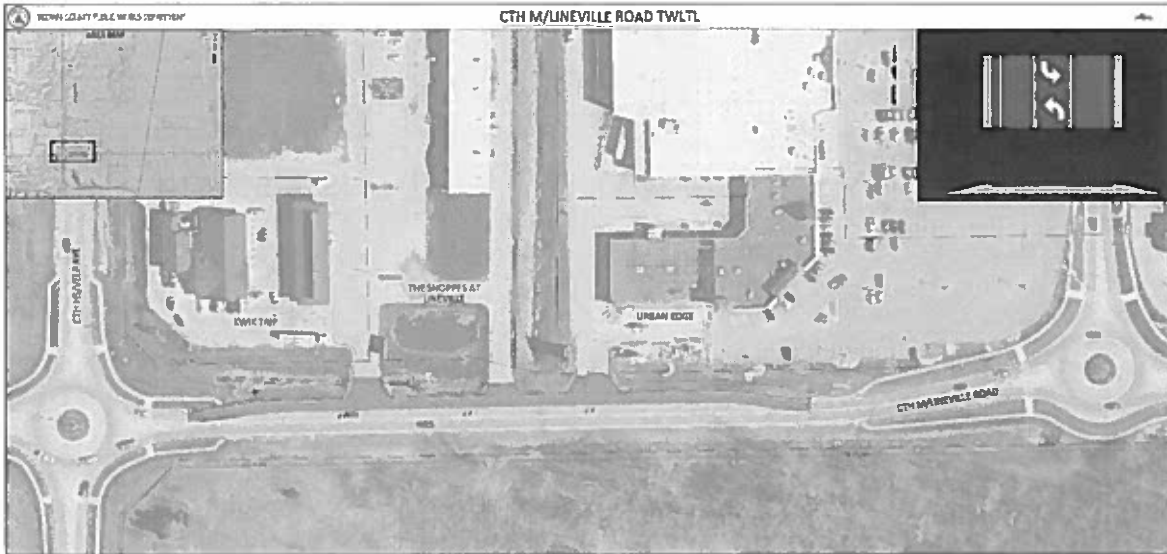
CTH HS: Resurfacing CTH HS from Glendale Ave. to CTH B started on June 12th (after school was out for the summer). A business informational meeting was held on May 31st at the Duck Creek Highway Shop to inform area businesses of the upcoming work and lane restrictions. The work will progress in stages and will involve adding third lanes (two-way left-turn lanes) on CTH M from CTH HS to the Urban Edge roundabout and on CTH HS from CTH M to just north of the Urban Edge driveway. A more detailed schedule follows:

Stage 1: June 12 – June 30

- Resurface CTH HS from Glendale to CTH M, one lane at a time with flaggers.
- Railroad repairs at CTH M and CTH EB (Wooddale) – 2 day full closures each.

Stage 2: June 19 – July 15

- Add two-way left-turn lane on CTH M from CTH HS to Urban Edge roundabout.
- Starting June 26th, close westbound lane in this section utilizing detour route for westbound traffic – detour route uses Cornell Road to Pamperin Road to CTH HS.



Stage 3: July 17 – August 6

- Add two-way left-turn lane on CTH HS from CTH M to Urban Edge driveway.
- Resurface CTH HS from CTH M to White Pine Road.
- Starting July 17th, close southbound lane in this section utilizing detour route for southbound traffic – detour route uses CTH B to I-41 to CTH M.



Stage 4 & 5: July 24 – August 18

- Stage 4 - resurface CTH HS from White Pine to Wood Lane, one lane at a time with flaggers.
- Stage 5 - resurface CTH HS from Wood Lane to CTH B, one lane at a time with flaggers.

TWELVE-HOUR DAYS:

Highway Division: Highway incurred 1,210.5 hours of overtime in May. Substantially, all overtime was related to roadway maintenance projects. The amounts in excess of 12 hours per day for May are attached.

Facility Management Division: Facilities incurred 204 hours of overtime in May. The overtime was related to longer cleaning shifts to cover vacancies and mechanical repairs. The amounts in excess of 12 hours per day for May are attached.

STAFFING REPORT:

See Attached Table.

Public Works - Highway Division
12-Hour Work Days
5/1/2017 - 5/31/2017

DATE	EMPLOYEE	OPERATION PREFORMED	HOURS WORKED
5/1/2017	Dixon, Darrell	Signing, Signal Knockdown	13
5/11/2017	Gussert, Tim	D-18	12.25
5/11/2017	Sequin, Scott	Airport Parking Lot, Move equip to D-18	13
5/15/2017	Drewiske, Doug	Signing, I-43 Closure	15
5/15/2017	Hennes, Pat	Signing, I-43 Closure	15.75
5/15/2017	Johnson, Larry	D-18 Engineering	12
5/15/2017	Liss, Tim	Signing, I-43 Closure	15.75
5/15/2017	Maus, Todd	Signing, I-43 Closure	15.75
5/17/2017	Ignatowski, Paul	State Roamer, Accident	13.25
5/17/2017	Scray, Norb	State Roamer, Accident	13.75
5/17/2017	Thibodeau, Larry	State Roamer, Accident	13.25
5/23/2017	Cisler, Mike	D-18	13
5/23/2017	Liss, Tim	EB-37 / D-18 Traffic Control, Centerlining	12.75
5/23/2017	Maus, Todd	EB-37 / D-18 Traffic Control, Centerlining	12.75
5/24/2017	Cisler, Mike	D-18	13.5
5/24/2017	Gussert, Tim	D-18	12
5/24/2017	Haumschild, Dan	D-18	12.5
5/24/2017	Messerschmidt, Bill	D-18	12
5/25/2017	Cisler, Mike	D-18	13
5/25/2017	Goral, Nick	STH 57 Rubber	12.25
5/25/2017	Schraufnagel, Dan	Airport Parking Lot, D-18	13
5/25/2017	Williams, Tim	D-18	12.5
5/30/2017	Cisler, Mike	D-18	13.75
5/30/2017	Goral, Nick	State Rubber (PBM-8)	12
5/30/2017	Schraufnagel, Dan	D-18	12
5/30/2017	Welsing, Jay	D-18	12.5
5/30/2017	Williams, Tim	D-18	12.25
5/31/2017	Goral, Nick	State Rubber (PBM-8)	12.25
5/31/2017	Guns, Jim	D-18	12.25
5/31/2017	Gussert, Tim	D-18	12.25
5/31/2017	Messerschmidt, Bill	D-18	12.25

**PUBLIC WORKS
FACILITY MANAGEMENT DIVISION
12-HOUR WORK DAYS
5/1/17 thru 5/31/17**

DATE	EMPLOYEE	OPERATION PERFORMED	# HOURS WORKED
5/16/17	Doug Jarvey	Two separate emergency call-ins One at the Jail / One at CTC	13.0
5/28/17	Liz Schroeder	Coverage for a vacant PT position	12.0

BROWN COUNTY PUBLIC WORKS STAFFING SUMMARY

AS OF 5/31/17

HIGHWAY DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Civil Engineer	8/22/16	Transferred	Fill	5/1/17	N/A
Highway Crew	2/27/17	Termed	Fill	5/22/17	N/A
Highway Crew	3/7/17	Resigned	Fill	5/22/17	N/A
Highway Crew	4/7/17	Resigned	Fill	In Process	N/A
Highway Crew	4/27/17	Resigned	Fill	In Process	N/A
Highway Crew	4/27/17	Resigned	Fill	In Process	N/A
Highway Crew	4/28/17	Resigned	Fill	In Process	N/A
Highway Crew	5/4/17	Resigned	Hold	N/A	Re-class

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	10.75	10.75
Electrician	1.0	1.0
Engineering	7.0	7.0
Mechanics / Shop	11.0	11.0
Highway Crew	74.0	69.0
Sign Crew	2.0	2.0
Summer	4.12	3.17 *
LTE	2.0	2.0 *
TOTAL	111.87	105.92

FACILITY MANAGEMENT DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Facility Worker (0.5)	4/21/17	Resigned	Fill	---	N/A
Housekeeper (0.5)	4/24/17	Transferred	Fill	5/18/17	N/A
Housekeeper	5/20/17	Transferred	Fill	---	N/A

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	5.25	5.25
Facility Technicians	2.0	2.0
Facility Mechanics	7.0	7.0
Facility Workers	9.0	8.5
Housekeeping	18.5	17.5
Electrician	1.0	1.0
Summer Help	0.46	0.46 *
TOTAL	43.21	41.71

* NOTE: Starting 4/24/17 – the Department began hiring our Seasonal LTE & Summer employees – numbers reflected in "Actual FTE's" for both divisions.

BROWN COUNTY
AUSTIN STRAUBEL INTERNATIONAL AIRPORT

Departmental Openings Summary
 To: Planning, Development & Transportation Committee
 From: Airport

6/19/2017

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Airfield Maintenance Mechanic	6/2/2017	Retiring	Fill	Interviews took place last week and a candidate has been chosen. References are being checked this week with a pre-employment physical and offer planned for next week.

**Brown County
Airport
Budget Status Report
May-17**

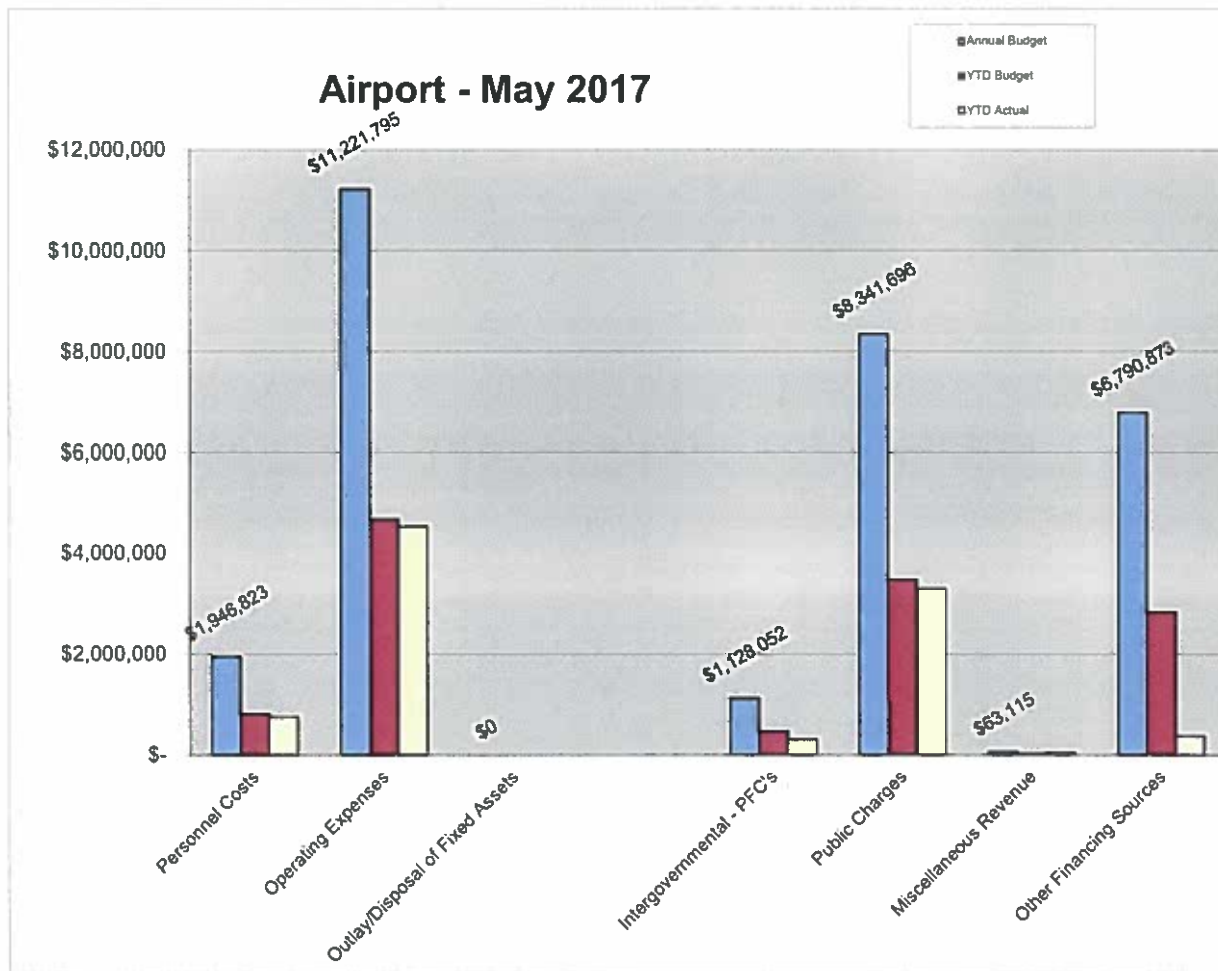
	Annual Budget	YTD Budget	YTD Actual
Personnel Costs	\$1,946,823	\$811,176	\$747,406
Operating Expenses	\$11,221,795	\$4,675,748	\$4,529,881
Outlay/Disposal of Fixed Assets	\$0	\$0	\$0
Intergovernmental - PFC's	\$1,128,052	\$470,022	\$303,875
Public Charges	\$8,341,696	\$3,475,707	\$3,289,968
Miscellaneous Revenue	\$63,115	\$26,298	\$46,835
Other Financing Sources	\$6,790,873	\$2,829,530	\$369,240

HIGHLIGHTS

PFC collections lag a bit early in the year, along with CFC's. Capital contributions will also pick up as projects proceed throughout the year.

Expenses are under budget for the first 5 months of the year, despite significant costs associated with the ice storms which hit GRB during the winter months.

Thru May	Pax On	% (+/-)
2017	112,792	+ 2.1%
2016	110,439	



July 19, 2017

**AN ORDINANCE TO AMEND SECTION 25.09 OF CHAPTER 25
OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED
"CONVEYORS OF PUBLIC TRANSPORTATION"**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Section 25.09 of Chapter 25 of the Brown County Code of Ordinances, entitled "CONVEYORS OF PUBLIC TRANSPORTATION," is hereby amended by being stricken in its entirety and by being replaced in its entirety with the following language:

25.09 CONVEYORS OF PUBLIC TRANSPORTATION. (1) Definitions. Terms used in this section, unless the context otherwise requires, have the following meaning:

- (a) Baggage Carrier - Any person operating a vehicle which transports airline passenger baggage for hire.
- (b) Courtesy Vehicle - Means any motor vehicle operated or contracted for by a hotel, motel, or any other establishment for the complimentary transportation of its patrons or prospective patrons to and from the Airport premises. Courtesy Vehicles must be operated as an incident to the business of the company providing the complimentary transportation. Courtesy Vehicles must be owned and operated by or contracted for by the specific company transporting its patrons, without cost to its patrons, and must be clearly identified with the company name painted on both exterior sides of the vehicle.
- (c) Freight Carrier - Any person operating a vehicle which transports commodities, for hire.
- (d) Mail Carrier - Any person operating a vehicle which transports U.S. Airmail, under contract with the U.S. Postal Service.
- (e) Taxicab - a motor vehicle regularly engaged in the business of carrying passengers for hire and not operated on a fixed route or published schedule but not operated as a "TNC Vehicle" (see subparagraph (p), below).
- (f) Taxicab Company - An individual or entity that owns one or more Taxicabs.
- (g) Taxicab Driver - An individual who operates a Taxicab.
- (h) Limousine Company - an individual or entity that owns one or more limousines.
- (i) Limousine - As defined in § 77.995 of the Wisconsin Statutes.

- (j) Limousine Driver - An individual who operates a limousine.
- (k) Vehicle - Every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway.
- (l) Terminal building - That building located at 2077 Airport Drive, at Green Bay Austin Straubel International Airport which is used by passengers enplaning and deplaning aircraft.
- (m) Transportation Network Company (TNC) - As defined in § 440.40(6) of the Wisconsin Statutes.
- (n) Transportation Network Services - As defined in § 440.40(7) of the Wisconsin Statutes.
- (o) Trip - each instance in which (i) a Participating Driver affiliated with a TNC exits the Airport Geo-Fence with a passenger arranged through that TNC's digital network, or (ii) a Taxicab affiliated with a Taxicab Company exits the Airport with a passenger that was picked up at the Airport.
- (p) TNC Vehicles - Any vehicle used by a Participating Driver while providing TNC Services.
- (q) Participating Driver - As defined in § 440.40(3) of the Wisconsin Statutes.
- (r) Shuttle Company - an individual or entity operating for hire on a pre-reserved basis, a Shuttle Vehicle, from the Airport and who has and shall keep in full force and effect, a Certificate of Common Carrier issued by the State of Wisconsin.
- (s) Shuttle Vehicle - a van or similar vehicle regularly engaged in the business of carrying passengers for hire, having a maximum seating capacity of twenty-two (22) persons behind the driver but not operated as a Taxicab, Limousine, nor a TNC Vehicle (see subparagraphs (e), (i), and (p), above).
- (t) Shuttle Driver - an individual who operates a Shuttle Vehicle.
- (u) Commercial Ground Transportation - Any person or entity that provides transportation services including, but not limited to, the activities defined in subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (m), (n), (p), (q), (r), (s), and (t), above.

(2) Purpose/Applicability. The purpose of this Section 25.09 is to regulate all companies and persons engaged in commercial ground transportation activities at Green Bay Austin

Straubel International Airport (Airport) and all such companies and persons shall comply with the rules and regulations contained in this Section 25.09 or as established from time to time by the Airport Director, such rules and regulations to be consistent with this Section 25.09. For the purpose of this Section 25.09, an owner or operator of a vehicle is not “engaged in commercial ground transportation activities” if the owner or operator solely drops off a passenger and, after dropping off the passenger, immediately leaves Airport property without accepting another fare. Provided that with respect to TNCs, TNC Vehicles, and Participating Drivers operating at the Airport, only subsections (7), (8), (9), (10), (11), (21), (22), (23), (24), and (25) shall apply thereto.

(3) Taxicab Driver, Limousine Driver, Shuttle Driver - Requirements. If a Permit is required under subsection (5), (12), or (15), then before a Taxicab Company, Limousine Company, or Shuttle Company allows an individual to be a Taxicab Driver, Limousine Driver, or Shuttle Driver for the company, the company shall do all of the following:

- (a) Require the individual to submit an application to the company that includes at least all of the following:
 - (i) The individual’s full legal name, address, and age;
 - (ii) A copy of the individual’s driver’s license; and
 - (iii) The individual’s driving history.
- (b) Conduct, or have a third party conduct, a local and national criminal background check for the individual that includes all of the following:
 - (i) A multi-state and multi-jurisdictional criminal records locator or other similar commercial nationwide data base with validation; and
 - (ii) A National Sex Offender Registry data base.
- (c) Obtain and review a driving history research report for the individual.

(4) Who May Not be a Taxicab Driver, Limousine Driver, or Shuttle Driver. If a Permit is required under subsection (5), (12), or (15), then a Taxicab Company, Limousine Company, or Shuttle Company shall not allow any of the following individuals to be a Taxicab Driver, Limousine Driver, or Shuttle Driver for the company:

- (a) An individual who has had more than three (3) moving violations, as defined in § 343.01(2)(cg), Wis. Stats., in the past three (3) years, or one (1) conviction in the past three (3) years for an offense listed under § 351.02(1)(a), Wis. Stats.
- (b) An individual who, in the last seven (7) years, committed an offense that resulted

in a suspension, revocation, or other conviction counted under § 343.307(1), Wis. Stats., or was convicted of a sex offense, as defined in § 301.45(1d)(b), Wis. Stats., or of any crime involving fraud, theft, damage to property, violence, acts of terror, or the use of a motor vehicle in the commission of a felony.

- (c) An individual whose information is contained in the Sex Offender Registry under § 301.45, Wis. Stats., or on the National Sex Offender Public Website.
- (d) An individual who does not possess a valid driver's license.
- (e) An individual who is not at least 19 years of age.

(5) Taxicab Company Permit. No Taxicab Company shall engage in commercial ground transportation activity at the Airport without a permit; a Taxicab is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off the passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refunds for Permittees who cease operations during the Permit year whether voluntarily or through revocation or suspension of the Permit. Each Taxicab Company must have its own permit even if a given person or persons owns more than one Taxicab Company. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

- (a) To promote safe, orderly, and efficient ground transportation operation at the Airport, to allow for periodic vehicle inspections, reduce congestion and to promote adequate business for Taxicab Companies and Taxicab Drivers, the number of Permits may be limited to such number as the Airport Director determines. If the number of Permits is so limited, the Airport Director shall establish a method for application (e.g., request for proposals) that is uniform for all applicants.
- (b) At the time of issuance of a Permit to a Taxicab Company, the Taxicab Company shall execute a "Permit" by and between the Taxicab Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Taxicab Companies.
- (c) The Permittee shall abide by applicable laws of the United States and all applicable Statutes, codes, ordinance, rules and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Permittee's vehicles on the Airport and the

- conduct of its operations on Airport property.
- (d) All Taxicabs operated by a Taxicab Company shall be permanently marked in letters of sufficient size so that they may be clearly distinguished from both sides of the vehicle from a distance of at least 50 feet, describing the vehicle as a Taxicab and the Taxicab Company that owns or operates that Taxicab. The fares charged by the Taxicab Company, which shall include the base fare and any and all surcharges or other amount that the passenger will be required to pay, shall be clearly displayed on both sides of the vehicle. The means or method of display shall be subject to approval by the Airport Director or his/her designee.
 - (e) The Taxicab Company shall furnish satisfactory evidence to Brown County that it carries insurance with a company approved by the County Risk Manager, and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.
 - (f) A Taxicab Company shall not operate a Taxicab at the Airport unless such Taxicab Company and Taxicab have received a license or permit as a Taxicab Company or Taxicab from a city, village, or town consistent with § 349.24, Wis. Stats., and unless such license or permit remains in full force and effect.
 - (g) If a Taxicab Company is organized as a corporation or limited liability company, at the time of application and throughout the term of the Permit, the Taxicab Company must be in good standing with the Wisconsin Department of Financial Institutions.

(6) Taxicab Company Fees. For the year commencing March 1, 2017, each Taxicab Company for which a Permit is required under subsection (5) shall pay an annual Permit fee of \$1,600.00. For succeeding years, the fees under this subsection (6) shall be as established in the County's annual budget.

(7) Transportation Network Company (TNC) Permit. No TNC shall engage in commercial ground transportation activities at the Airport unless it is licensed under § 440.40, *et seq.*, Wisconsin Statutes, has been issued the Permit required under this Code Section 25.09, and has signed the required Permit; a TNC is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off the passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one-year period, commencing March 1 of each year through the last day of February of the succeeding year. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refunds for Permittees who cease operations during the Permit year whether voluntarily or through revocation or suspension of the Permit. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and

conditions:

- (a) At the time of issuance of a Permit to a TNC, the TNC shall execute a "Permit" by and between the TNC and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all TNCs.
- (b) The TNC shall abide by applicable laws of the United States and all applicable Statutes, codes, ordinances, rules and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of TNC Vehicles on the Airport and the conduct of its operations on Airport property.
- (c) All TNC Vehicles shall post or display signage or traddress displaying TNC's name and/or logo so that the TNC through whom the TNC Vehicle is being operated is easily identifiable. No TNC Vehicle shall display any other signage such as advertising.
- (d) The TNC shall furnish satisfactory evidence to Brown County that it and its Participating Drivers carry insurance for the type and in the minimum amounts of coverage protecting the County against liability as established in § 440.48, Wisconsin Statutes, and as said Statute may be amended from time to time.

(8) TNC Permit Fee. For the year commencing March 1, 2017, each TNC engaged in commercial ground transportation business at the Airport shall pay an annual Permit fee of \$1,600.00. For succeeding years, the fees under this subsection (10) shall be as established in the County's annual budget.

(9) Geo-Fence. The TNC shall demonstrate to the Airport Director that the TNC has established a Geo-Fence to manage its business at the Airport and shall notify affiliated Participating Drivers of the establishment of said Geo-Fence. The Geo-Fence shall be comprised of one or more polygons whose points are geographic coordinates, the same to be subject to the approval by the Airport Director or his/her designee.

(10) Participating Driver Information. Each Participating Driver will maintain information on his or her smartphone or other device while using the TNC's digital network that will be used in lieu of a tangible Airport decal or placard. This information will allow the Airport to confirm the following information for any Participating Driver or Vehicle using the TNC's digital network while on Airport grounds:

- (a) Driver identity and color photo;
- (b) Vehicle make, model;
- (c) License plate number;
- (d) Certificates of insurance; and

(e) The electronic equivalent of a waybill.

(11) Trip Reporting. The Airport Director, or his/her designee, may from time to time establish a "reporting period," e.g., monthly, quarterly, semi-annually, or annually. If the Airport Director or his/her designee establishes a reporting period, the Airport shall notify the TNCs and/or Taxicab Companies and thereafter, and until further notice from the Airport, the notified TNC or Taxicab Company shall within thirty (30) days after the end of a reporting period, submit an operations report to the Airport for the previous reporting period. The report shall be in an agreed upon electronic or paper format and shall contain the total number of Trips for the reporting period. All information submitted in a report shall be accurate.

(12) Limousine Company Permit. No Limousine Company shall engage in commercial ground transportation activities at the Airport without a Permit; a Limousine is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off a passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. Limousines must operate on a pre-reserved (reservation) basis only; on demand service is prohibited. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refund for Permittees who cease operations during the Permit year either voluntarily or through revocation or suspension of the Permit. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

- (a) At the time of issuance of a Permit to a Limousine Company, the Limousine Company shall execute a "Permit" by and between the Limousine Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Limousine Companies.
- (b) The Limousine Company shall abide by applicable laws of the United States and all applicable statutes, codes, ordinances, rules, and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Limousines on the Airport and the conduct of its operations on Airport property.
- (c) All Limousines shall post or display signage or traddress displaying the Limousine Company's name and/or logo so that the Limousine Company through whom the Limousine is being operated is easily identifiable. No Limousine shall display any other signage such as advertising.
- (d) The Limousine Company shall furnish satisfactory evidence to Brown County that it carries insurance with a company approved by the County Risk Manager,

and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.

(13) Limousine Company Fees. For the year commencing March 1, 2017, each Limousine Company for which a Permit is required under subsection (12), shall pay an annual Permit Fee of \$1,600.00. For succeeding years, the fees under this subparagraph (13) shall be as established in the County's annual budget.

(14) Limousine Rules. The Airport Director may, from time to time, establish rules and regulations controlling the activities of Limousines while on Airport property.

(15) Shuttle Company Permit. No Shuttle Company shall engage in commercial ground transportation activities at the Airport without a Permit; a Shuttle Vehicle is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off a passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. Shuttle Vehicles must operate on a pre-reserved (reservation) basis only; on demand service is prohibited. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refund for Permittees who cease operations during the Permit year either voluntarily or through revocation or suspension of the Permit. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

- (a) At the time of issuance of a Permit to a Shuttle Company, the Shuttle Company shall execute a "Permit" by and between the Shuttle Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Shuttle Companies.
- (b) The Shuttle Company shall abide by applicable laws of the United States and all applicable statutes, codes, ordinances, rules, and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Shuttle Vehicles on the Airport and the conduct of its operations on Airport property.
- (c) All Shuttle Vehicles shall post or display signage or traddress displaying the Shuttle Company's name and/or logo so that the Shuttle Company through whom the Shuttle Vehicle is being operated is easily identifiable. No Shuttle Vehicle shall display any other signage such as advertising.
- (d) The Shuttle Company shall furnish satisfactory evidence to Brown County that it

carries insurance with a company approved by the County Risk Manager, and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.

(16) Shuttle Company Fees. For the year commencing March 1, 2017, each Shuttle Company for which a Permit is required under Subsection (15), shall pay an annual Permit Fee of \$1,600.00. For succeeding years, the fees under this subparagraph (16) shall be as established in the County's annual budget.

(17) Shuttle Company Rules. The Airport Director may, from time to time establish rules and regulations controlling the activities of Shuttle Vehicles while on Airport Property.

(18) Vehicle Standards. In this subsection, the term "vehicle" means a Taxicab, Limousine, Courtesy Vehicle, and Shuttle Vehicle. The vehicle shall meet all safety standards required by law and be kept in good operating condition and appearance, including, but not limited to the following:

- (a) A vehicle shall not have a windshield or any window which is cracked or broken.
- (b) A vehicle's interior and exterior shall be free of dirt, mud, oil, rips, tears, exposed springs, food stuff, trash, waste material, or any other substance or object capable of harm, damage, or injury to, or interference with the person, clothing, personal property, comfort, or convenience of any passenger, whether upon ingress or egress of such vehicle or while riding therein. A vehicle shall have an exterior which is free of any misshapen or deformed condition arising from collision, crash, or other impact. Vehicles shall be free of holes in floor boards, and the trunk shall be empty except for emergency equipment. The vehicle shall be free of exterior rust and exteriors must be painted a uniform color so as not to have patches of un-matching paint on the vehicle. The vehicle shall have operational headlights, taillights, parking lights, and right/left turn signals; there shall be no missing bumper(s), taillight covers, license plates, or mirrors; there shall be no missing or different style hubcaps; there shall be no oil, coolant, or other fluid leaks; the vehicle's exhaust pipe shall be secured and the muffler operational; there shall be no unsecured or missing decorative pieces (chrome).
- (c) This subsection (18) applies to all vehicles operated at the Airport whether or not such vehicle is deemed engaged in ground transportation activities under subsection (2).

(19) Driver Conduct and Appearance. All Taxicabs, Limousines, Courtesy Vehicles, and Shuttle Vehicles and their drivers may be inspected, at any time, for compliance with the below standards. This subsection (19) applies to all drivers of Taxicabs, Limousines, Courtesy

Vehicles, and Shuttle Vehicles who operate at the Airport whether or not deemed engaged in commercial ground transportation activities under subsection (2). The Taxicab Company, Limousine Company, Shuttle Company, or establishment providing Courtesy Vehicle transportation are responsible for their respective drivers complying with the provisions of this subsection (19) and shall also be responsible for any violation thereof. It shall be a violation of this Section 25.09, for any driver of a Taxicab, Limousine, Courtesy Vehicle, or Shuttle Vehicle to do any of the following on the property of the Airport:

- (a) Interfere or attempt to interfere in any manner whatsoever with a passenger selection of ground transportation service.
- (b) Solicit, or attempt to solicit, any passenger by the utterance of words, by repeated and persistent canvassing or loitering upon the approaches or exits to the Airport terminal building, or by other acts which are calculated to induce persons to engage a particular ground transportation service.
- (c) Move, or attempt to move, baggage, parcels, or other personal property of another at a designated loading or unloading zone, except to move such baggage, parcels, or other personal property to or from the interior of the vehicle at such zone curb area for the assistance of any passenger who has engaged such ground transportation service provider.
- (d) Fail to diligently remove, or cause to be removed, his/her vehicle from Airport property in the event such vehicle becomes inoperative.
- (e) Perform, or attempt to perform, or cause to be attempted or performed, mechanical or maintenance activity, including, but not limited to, car washing, oil changing, or mechanical repair on any vehicle, except such activity minimally necessary for removal of an inoperative vehicle from Airport property.
- (f) Engage in the use of profanity or obscenity within the hearing of any member of the public, display any rudeness or discourtesy to any member of the public or, while in a designated loading or unloading zone, sleep or recline in or on any motor vehicle, or sit on the exterior thereof.
- (g) Refuse to provide any authorized service to any passenger who requests such service solely on the basis of the passenger's age, handicap, disability, sex, race, religion, creed, national origin, or any combination of any of the foregoing.
- (h) Fail to render service to any passenger, when driver is able and requested to do so, provided that the provisions of this section shall not apply when to render such service would violate any law or ordinance, or it is physically impossible to do so because of an act of God or when the prospective passenger fails to render and pay the fare in advance if specifically requested to do so by the driver.

- (i) Stage a vehicle in any location other than a designated staging area.
- (j) Load or unload, or attempt to load or unload, any passenger at any location other than a designated zone.
- (k) Fail or refuse to remain within ten (10) feet of his/her vehicle while such vehicle is parked at a staging, loading, or unloading zone, except as may otherwise be required by reason of personal necessity, or as authorized by rules or regulations issued by the Airport Director. A driver is permitted to leave his/her vehicle for a period not to exceed ten (10) minutes and may enter the terminal building not more than two (2) times per trip to the Airport, provided that there shall be no entry to nor presence inside the terminal within thirty (30) minutes after the arrival of a scheduled commercial airline flight.
- (l) Dispose of garbage, papers, refuse, or other material on Airport property, except in receptacles provided for that purpose, or use a comfort station other than in a clean and sanitary manner, or expectorate on floors, walls, or other surfaces of any Airport facility.
- (m) Drink intoxicating beverages, be intoxicated, or in a drugged condition, or commit any disorderly, obscene, or indecent act, or commit any act of nuisance, nor conduct or engage in any form of gambling, or violate any federal, state, or local laws on the Airport property.
- (n) Allow any other person, except a patron, to occupy or ride in the vehicle, except while training a new driver.
- (o) Allow any pets or animals, other than pets or animals of a patron employing the vehicle, to occupy or ride in the vehicle.
- (p) Fail or refuse to comply with or otherwise violate any administrative regulation promulgated by the Airport Director, or any lawful directive of the Airport Director or Airport Security.
- (q) Drivers of vehicles shall be neat and clean, well-groomed in appearance, and suitably dressed, and free from offending body odor. Male drivers shall be clean shaven and hair shall be neatly trimmed. If a beard or mustache is worn, it shall be well groomed and neatly trimmed at all times in order to not present a ragged appearance. Factors to be considered in judging the suitability of a driver's attire shall include, but not be limited to, fraying, rips, tears, holes, and cleanliness.
- (r) The following articles of clothing, when worn as an outer garment, are considered inappropriate and are prohibited for drivers: underwear, tank tops,

body shirts, swim ware, jogging suits, halter tops, or other similar types of attire.

(20) Taxicab Fares. Prior to transporting patron(s)/passenger(s), a Taxicab Driver shall inform the patron(s)/passenger(s) of the fare to be charged for the requested transport. The fare shall include all amounts (excluding tip) that the patron(s)/passenger(s) will be required to pay the Taxicab Driver upon completion of the transport. Unless the patron(s)/passenger(s) requests a material change in the requested transport, thereby resulting in a material change in the distance and/or time to accomplish the same, the amount payable by the patron(s)/passenger(s) shall be the amount initially quoted by the Taxicab Driver.

(21) Regulations. All Limousines, Courtesy Vehicles, Taxicabs, TNC Vehicles, Shuttle Vehicles, Baggage Carriers, Freight Carriers, and Mail Carriers shall stage, load and unload in such a manner and in such areas as may be designated from time to time by the Airport Director.

(22) Revocation and Suspension of Permit; Denial of Access.

- (a) Permits issued under this section may be revoked or suspended by the Airport Director in the event Permittee, its employees, agents, or servants have failed to comply with any of the following:
 - (i) Provisions of this Code,
 - (ii) Regulations promulgated pursuant to this Chapter, or
 - (iii) In the event that user, its employees, agents, or servants become involved on the Airport premises in any disturbance, altercation, or dispute, verbally or otherwise, with the public or with agents or servants of any transportation or aviation company, or with the employees, agents, or officers of Brown County.
- (b) Users of the Airport who, under this Section 25.09 are not required to obtain a Permit may be denied access to the Airport in the event such user, its employees, agents, or servants have failed to comply with any of the following:
 - (i) Provisions of this Code,
 - (ii) Regulations promulgated pursuant to this Chapter, or
 - (iii) In the event that the user, its employees, agents, or servants become involved on the Airport premises in any disturbance, altercation, or dispute, verbally or otherwise, with the public or with agents or servants of any transportation or aviation company, or with the employees, agents, or officers of Brown County.

- (c) Prior to a Permit revocation or suspension, or denial of access [except under subsection (22(d))], the Permittee or user, as the case may be, must be given ten (10) days written notice of the reasons for suspension, revocation, or denial of access.
- (d) The Airport Director shall have the authority to suspend forthwith a Permit or to deny access forthwith when, in his/her judgment, an emergency or threat to the safety of Airport users exists.

(23) Appeal. Any person aggrieved by the decision of the Airport Director to suspend, revoke, or deny access under subsection (22), may appeal such decision as provided in Section 25.12.

(24) Penalties. In addition to, and not in lieu of, the provisions of subsection (22), any individual or company who shall violate any of the provisions of this Section 25.09 may be required to forfeit not less than \$50.00 nor more than \$500.00 together with the cost of prosecution. Each day of an offense shall constitute a separate offense.

(25) Permits Required and Adoption Date. If this Section 25.09 is adopted after March 1, 2017, then the Permits required under subsections (5), (7), (12), and (15), shall be required as of the first day of the first month following adoption. If a Taxicab Company has previously paid a Permit fee for the year commencing March 1, 2017, then such Permit fee shall be applied to the fee payable under subsection 6 and if the Taxicab Company elects not to obtain a Permit under subsection (5), the previously paid Permit fee shall be refunded.

Section 2 – This ordinance shall become effective upon passage and publication.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

Authored by: Green Bay Austin Straubel International Airport
Final Draft Approved by Corporation Counsel

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Fiscal Impact: This ordinance does not require an appropriation from the General Fund. It is projected to increase airport revenues by \$11,675 a year.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: March 16, 2017
REQUEST TO: Planning, Development and Transportation Committee
MEETING DATE: April 24, 2017, May 22, 2017 & June 26, 2017
REQUEST FROM: Thomas W. Miller
Airport Director
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: Brown County Code of Ordinances, Chapter 25.09, Conveyors of Public Transportation

ISSUE/BACKGROUND INFORMATION:

To recognize and treat Transportation Network Companies (TNC's (Uber & Lyft)) similar to other ground transportation companies at the Airport. To align fee's with other Wisconsin airport's.

ACTION REQUESTED:

Approve the modified County Code 25.09, Conveyors of Public Transportation

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$11,675
 - b. If part of a bigger project, what is the total amount of the project? \$N/A
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? The \$11,675 is revenue, not expense.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**



Mead & Hunt, Inc.
M & H Architecture, Inc.
1345B North Road
Green Bay Wisconsin 54313
920-496-0500
meadhunt.com

June 19, 2017

Mr. Thomas W. Miller, Director
Green Bay - Austin Straubel International Airport
2077 Airport Drive, Suite 18
Green Bay, Wisconsin 54313

Subject: Green Bay - Austin Straubel International Airport (GRB)
July 2017 Petition for State and Federal Aid
Pre-Petition Hearing

Dear Tom:

A public hearing was held on Friday, June 9, 2017 on Brown County's intent to petition for state and federal aid for improvements at Green Bay - Austin Straubel International Airport. The hearing was advertised in the Green Bay Press-Gazette on May 30, 2017 in accordance with state and local requirements. A copy of the notice is attached and contains a listing of the improvements in the petition. The hearing was held in the main conference room on the second floor of the airport passenger terminal building. A hearing agenda and an informational handout on the projects included in the petition were made available for hearing attendees. Copies of these items, as well as the hearing sign-in sheet listing the attendees, are attached.

The proceedings were opened at 4:00 p.m. local time on June 9th. Introductions were made, and the agenda and brief project descriptions were read into the record. No members of the public or interested parties attended the hearing, and the hearing was brought to a close at 4:19 p.m. An audio recording of the full proceedings is on file in our Green Bay office.

No additional comments were offered in writing within the 10 day written comment period after the hearing, closing on Monday, June 19, 2017.

Please feel free to contact us if you have further questions on the hearing or attachments.

Sincerely,

MEAD & HUNT, Inc.

Thomas J. Janssen, II, P.E.
Manager - Green Bay Aviation Services

Attachments (8 pages)

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PRESS-GAZETTE media

A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

AUSTIN STRAUBEL INTL AIRPORT

2077 AIRPORT DR STE 18
GREEN BAY

WI 543135596

Being duly sworn, doth depose and say that she/he is an authorized representative of the Green Bay Press Gazette, a newspaper Green Bay, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

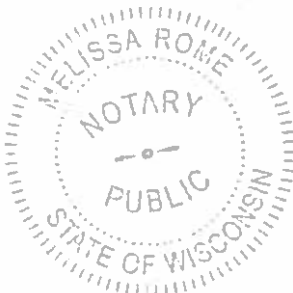
Account Number: GWM-281619
Order Number: 0002172342
No. of Affidavits: 1
Total Ad Cost: \$64.25
Published Dates: 05/30/17

(Signed)

[Signature]
Legal Clerk

(Date)

5/30/17



Signed and sworn before me

[Signature]

My commission expires

1-12-2021

AUSTIN STRAUBEL INTL AIRPORT
Re Federal Aid for Improvements

**NOTICE OF PUBLIC HEARING
IN THE MATTER OF STATE AND
FEDERAL AID
FOR IMPROVEMENTS AT
GREEN BAY - AUSTIN STRAUBEL
INTERNATIONAL AIRPORT
GREEN BAY, WISCONSIN**

Brown County is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following developments at Green Bay - Austin Straubel International Airport:

Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitation Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation; Airfield Lighting/Signage Upgrades; Rehabilitation West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILB; Terminal Facade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; clear and maintain runway approaches as stated in Wis. Admin. Code Chapter Trans 50; and any necessary related work.

Notice is hereby given that Brown County will hold a public hearing at 4:00 p.m. local time on Friday, June 9, 2017 in the main conference room on the second floor of the terminal building at Green Bay - Austin Straubel International Airport, 2077 Airport Road, Green Bay, Wisconsin.

All interested persons are invited to attend and present their views on the need for the proposed airport development. Parking for people with disabilities is available in the public parking lot, and an accessible entrance is available at the front of the terminal building. Please call Green Bay - Austin Straubel International Airport at 920-405-4800 at least three days in advance of the hearing to make specific accessibility requests.

Thomas W. Miller, Airport Director
Green Bay - Austin Straubel International Airport
RUN: May 30 WHAXLP

GANNETT WI MEDIA
435 EAST WALNUT ST
PO BOX 23430
GREEN BAY, WI 54305-3430

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EMAIL legals@greenbaypressgazette.com

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PETITION FOR STATE AND FEDERAL AID
GREEN BAY - AUSTIN STRAUBEL INTERNATIONAL
AIRPORT

CALL TO ORDER OF THIS PUBLIC HEARING IN THE MATTER OF STATE AND FEDERAL AID PETITION BY BROWN COUNTY FOR THE FOLLOWING IMPROVEMENTS AT GREEN BAY - AUSTIN STRAUBEL INTERNATIONAL AIRPORT:

Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitate Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation; Airfield Lighting/Signage Upgrades; Rehabilitate West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILS; Terminal Façade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; clear and maintain runway approaches as stated in Wis. Admin. Code Chapter Trans 55; and any necessary related work.

ALL INTERESTED PERSONS ARE INVITED TO PRESENT THEIR VIEWS FOR THE PUBLIC RECORD ON THE NEED FOR THE PROPOSED AIRPORT DEVELOPMENT. AN ATTENDANCE SIGN-IN SHEET IS AT THE FRONT OF THE ROOM; PLEASE SIGN IN WITH YOUR NAME AND ADDRESS.

(INTRODUCE HEARING MODERATORS)

TO SUMMARIZE THE FORMAT FOR THIS HEARING:

WE WILL BE GIVING A **BRIEF OVERVIEW** OF THE PROPOSED IMPROVEMENTS;

AND THEN WILL TAKE **ORAL TESTIMONY** RELATIVE TO THESE IMPROVEMENTS **ONLY**. WE ASK THAT YOU RESTRICT YOUR COMMENTS AND DISCUSSION TO YOUR VIEWS ON THE PROPOSED PROJECTS ONLY; WE WILL BE AVAILABLE AFTER THE HEARING FOR DISCUSSION ON OTHER SUBJECTS. ORAL TESTIMONY WILL BE RECORDED ON DIGITAL AUDIO RECORDER. PLEASE CLEARLY STATE YOUR NAME, ADDRESS, WHO YOU REPRESENT (BUSINESS NAME OR "LOCAL RESIDENT"), AND THEN GIVE YOUR TESTIMONY.

IF YOU SO CHOSE, YOU MAY PROVIDE YOUR TESTIMONY IN WRITING. WRITTEN COMMENTS WILL BE ACCEPTED THROUGH **8:30 A.M. ON MONDAY, JUNE 19, 2017,** AND CAN BE HAND DELIVERED OR MAILED TO:

GREEN BAY - AUSTIN STRAUBEL INTERNATIONAL AIRPORT,
2077 AIRPORT DRIVE, SUITE 18
GREEN BAY, WISCONSIN 54313-5596
ATTN: PUBLIC HEARING COMMENTS

17a

SIGN-IN SHEET - PRE-PETITION PUBLIC HEARING

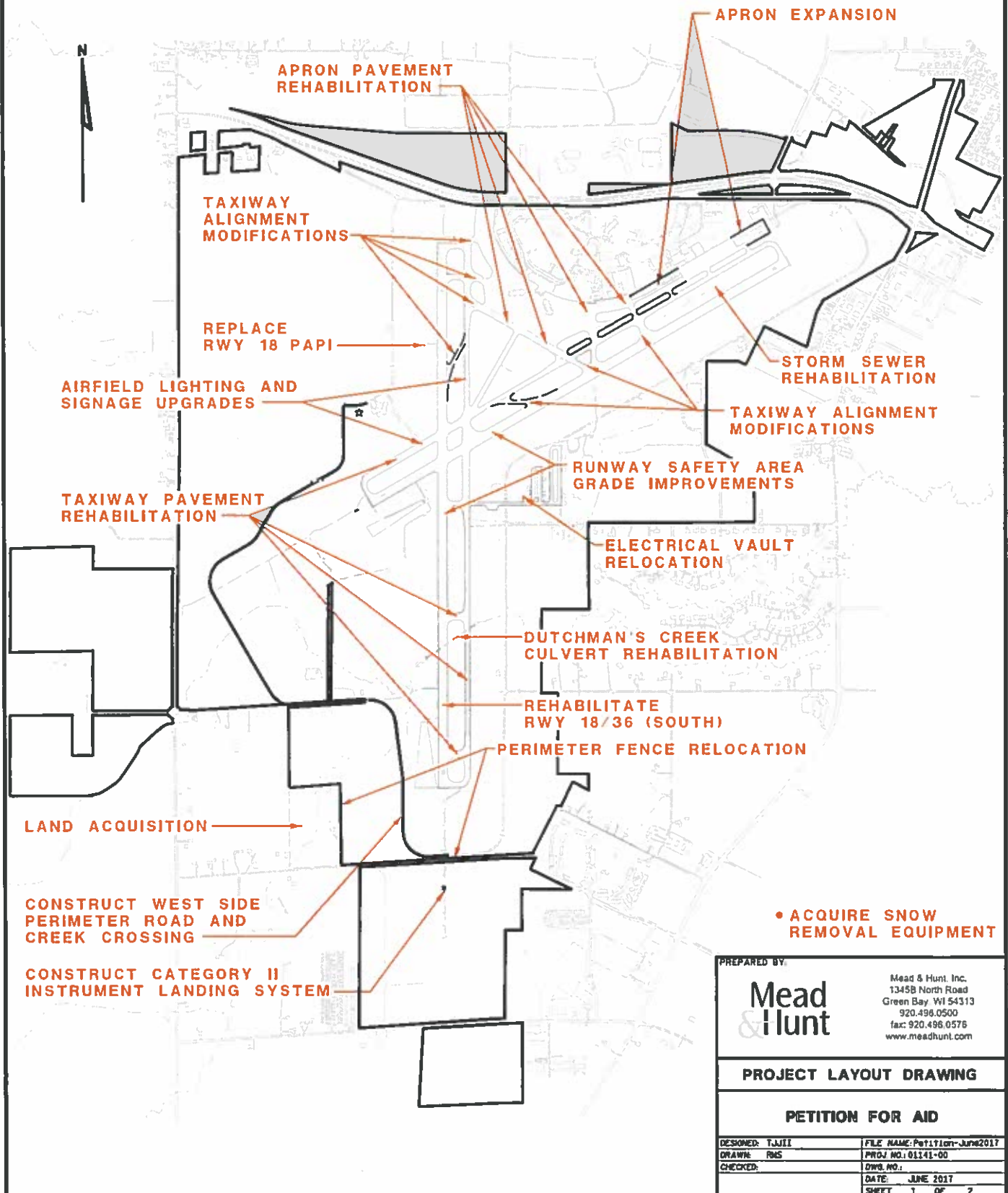
Green Bay - Austin Straubel International Airport, Green Bay, WI

Friday, June 9, 2017, 4:00 p.m.

No.	Name	Address	City, State	Zip
1	Tom Janssen, II, P.E.	Mead & Hunt, Inc., 1345B North Road	Green Bay, WI	54313
2	Tom Miller, Director	Austin Straubel Int'l Arpt, 2077 Airport Dr.	Green Bay, WI	54313
3	Marty Riethe,	//	//	//
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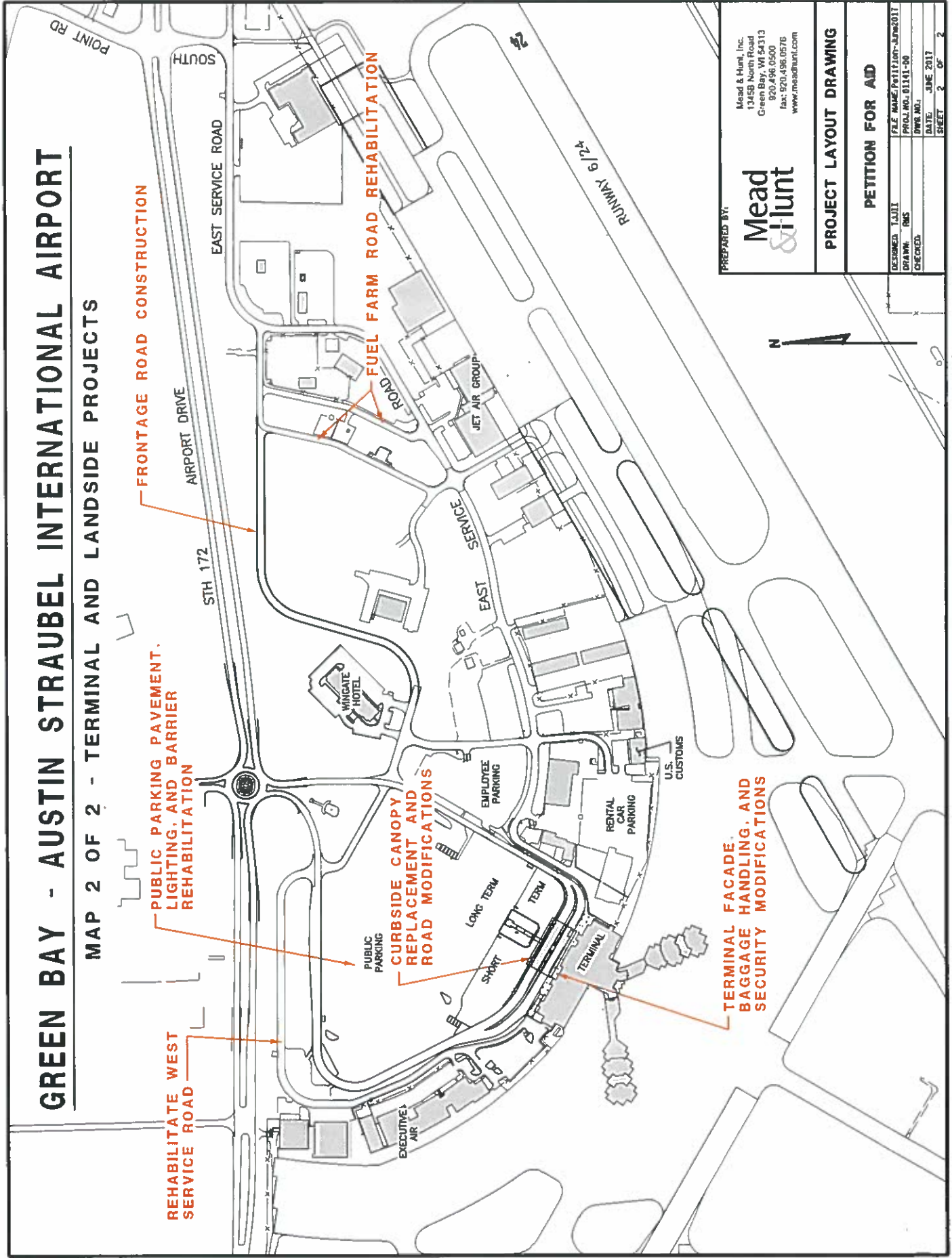
GREEN BAY - AUSTIN STRAUBEL INTERNATIONAL AIRPORT

MAP 1 OF 2 - AIRFIELD PROJECTS



GREEN BAY - AUSTIN STRAUBEL INTERNATIONAL AIRPORT

MAP 2 OF 2 - TERMINAL AND LANDSIDE PROJECTS



PREPARED BY:

Mead & Hunt
 Mead & Hunt, Inc.
 1345B North Road
 Green Bay, WI 54313
 920.496.0500
 fax: 920.496.0576
 www.meadhunt.com

PROJECT LAYOUT DRAWING

PETITION FOR AID

DESIGNED: T.J.U.I.	FILE NAME: Petition-June2017
DRAWN: RMS	PROJ. NO. 61141-00
CHECKED:	DWG. NO.
	DATE: JUNE 2017
	SHEET 2 OF 2

JUNE 2017 PETITION FOR AID

GREEN BAY – AUSTIN STRAUBEL INTERNATIONAL AIRPORT

(Costs shown are construction costs in 2017 dollars)

Storm Sewer Rehabilitation

Rehabilitate existing infield storm sewer on Storm System A

Estimated Construction \$327,107

Fuel Farm Road Rehabilitation

Reconstruct pavements on D-Line and B-Line Roads in fuel farm area

Estimated Construction \$388,700

Curbside Canopy Replacement and Roadway Modifications

Replace entrance road canopy and roadway modifications to increase curbside loading areas

Estimated Construction \$1,403,830

Public Parking Pavement, Lighting & Barrier Rehabilitation

Reconstruct west section of public parking lot, replace area lighting, and replace parking lot perimeter barrier

Estimated Construction \$954,810

Frontage Road Construction

Construct new frontage road off east service road to hotel road

Estimated Construction \$666,583

Taxiway Pavement Rehabilitation

Rehabilitate existing pavements on Taxiways D (west), M (south), M5 and M4

Estimated Construction \$6,312,105

Taxiway Alignment Modifications

Realign connecting taxiways M1, F, A, D1, D2 and D3 to meet taxiway alignment and separation standards and construct high speed exit taxiways

Estimated Construction \$3,000,000

Land Acquisition

Land acquisition for wildlife hazard mitigation on southwest side of airfield

Estimated Construction \$300,000

Rehabilitate Runway 18/36 (south)

Rehabilitate runway pavement between Taxiways M5 and M4

Estimated Construction \$3,827,000

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Dutchman's Creek Culvert Rehabilitation

Rehabilitate culvert flowline for original 610 ft. section of twin 9x14 structural plate pipe arch

Estimated Construction \$1,368,000

Airfield Lighting/Signage Upgrades

Replace existing incandescent taxiway edge lighting and guidance signs on Taxiway M and connectors with LED units, and signage updates on realigned Taxiway D connectors

Estimated Construction \$565,700

Rehabilitate West Service Road

Reconstruct roadway pavements for west service road from entrance road to terminal loading dock area and Executive Air

Estimated Construction \$850,000

Apron Expansion

Expand east GA apron eastward, and expand west from east GA apron with air carrier pavement

Estimated Construction \$3,390,412

Apron Pavement Rehabilitation

Rehabilitate portions of existing air carrier apron and Customs apron

Estimated Construction \$3,063,600

Construct CAT 2 ILS

Construct facilities for Category II Instrument Landing System on Runway 36

Estimated Construction \$8,436,500

Terminal Façade, Baggage Handling & Security Modifications

Modify/update terminal façade, replace baggage claim system and install update exit lane monitoring technology on TSA checkpoints

Estimated Construction \$2,715,900

Runway Safety Area Grade Improvements

Correct the non-standard RSA cross slope along the pavements strengthened with an 11 inch PCC overlay 1969-1971. Areas include both sides of Runways 6/24, and Runway 18/36 north of Taxiway M4

Estimated Construction \$1,515,000

Acquire Snow Removal Equipment

Acquire new snow removal equipment to maintain fleet capacity

Estimated Construction \$1,100,000

Construct West Perimeter Road

Construct west perimeter around the southwest part of the airfield, from the existing road at the ARFF station to the existing road in the Runway 36 approach

Estimated Construction \$3,606,000

Replace Runway 18 PAPI

Replace outdated precision approach path indicator with new

Estimated Construction \$ 32,500

Electrical Vault Relocation

Relocate existing electrical vault to maintain line of sight between runways

Estimated Construction \$3,509,575

Perimeter Fence Relocation

Relocate perimeter fence around new land acquisition on southwest side of airfield and to incorporate airport lands north of Fernando Road and existing south fence

Estimated Construction \$492,050

July 19, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID

WHEREAS, the said County of Brown, Brown County, Wisconsin, hereinafter referred to as the Sponsor, being a municipal Body Corporate of the State of Wisconsin, is authorized by law (sec. 114.11, Wis. Stats) to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Sponsor desires to develop or improve the Green Bay - Austin Straubel International Airport, Brown County, Wisconsin,

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Chapter 114.33(2) as amended, and a transcript of the hearing is transmitted with this petition.

THEREFORE, BE IT RESOLVED, by the Sponsor that a petition for Federal and (or) State Aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with Federal and/or State aid, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Commercial Service Primary type airport as defined by the Federal Aviation Administration.

2. The character, extent, and kind of improvements desired under the project are as follows:

Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitate Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation;

17b

Airfield Lighting/Signage Upgrades; Rehabilitate West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILS; Terminal Façade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; clear and maintain runway approaches as stated in Wis. Admin. Code Chapter Trans 55, and any necessary related work.

3. That the airport projects, which your petitioner desires to sponsor, are necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Sponsor by the Secretary; the Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the Sponsor is required by law (sec. 114.32(5), Wis. Stats to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

BE IT RESOLVED, by the Sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development projects described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Chapter 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

BE IT FURTHER RESOLVED, the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wisc. Statutes, that the Sponsor may acquire the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

BE IT FURTHER RESOLVED, that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.

BE IT FURTHER RESOLVED THAT THE County Executive and County Clerk be authorized to sign and execute the Agency Agreement authorized by this Resolution.

Respectfully submitted,

PLANNING DEVELOPMENT AND
TRANSPORTATION COMMITTEE

APPROVED BY:

Troy J. Streckenbach
County Executive

Date

Submitted by: Airport

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. Brown County is petitioning for Airport Improvement Aid.

CERTIFICATION

I, Sandra L. Juno, Clerk of the County of Brown, Wisconsin, do hereby certify that the above is a true and correct copy of resolution number _____ adopted by the Brown County Board of Supervisors on July 19th, 2017, and approved by the County Executive..

Sandra L. Juno, County Clerk, Brown County, WI

Date

AGENCY AGREEMENT

DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS Madison, Wisconsin

AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, Brown County, Wisconsin, hereinafter referred to as the Sponsor, desires to sponsor airport development projects to be constructed with federal aid and/or state aid, specifically, the Green Bay - Austin Straubel International Airport project for:

Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitate Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation; Airfield Lighting/Signage Upgrades; Rehabilitate West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILS; Terminal Façade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; and any necessary related work.

WHEREAS, the Sponsor adopted a resolution on July 19, 2017, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution; and

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project;

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor;

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:

Green Bay - Austin Straubel International Airport
Brown County, Wisconsin
Sponsor

Sandra L. Juno
County Clerk

By:

Troy J. Streckenbach
County Executive

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics